

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007**

TAB	DESCRIPTION	ACTION
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2	IDAHO STATE UNIVERSITY New Positions & Changes to Positions	Motion to approve
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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

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 Polices & Procedures Sections II.B.3 and II.G.1.b

BACKGROUND

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

DISCUSSION

Boise State University requests approval to:

- create four (4) new faculty positions (4.0 FTE) supported by state funds
- create two (2) new professional staff positions (2.0 FTE) supported by state funds; create four (4) new professional staff positions (3.6 FTE) supported by local funds; create three (3) new professional staff positions (2.83 FTE) supported by grant funds; and create two (2) new professional staff positions (2.0 FTE) supported by state and grant funds.
- create eight (8) new classified positions (7.25 FTE) supported by local funds
- increase the term on one (1) classified position supported by local funds
- delete one (1) faculty position (1.0 FTE) supported by local funds; delete two (2) professional staff positions (2.0 FTE) supported by local funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

This request includes converting adjunct faculty into permanent special lecturer positions, additional positions relating to technology support, grants, employment services, health services and various classified support. There are two positions related to the comprehensive fundraising campaign including a Special Assistant to the President for \$35,000 at .6 FTE. There are two positions related to Energy Research that primarily use appropriated funds with some grant funds. The university has noted that these two positions will become self-supporting through external funding within 3-5 years. Staff has reviewed this request for conformance with Board policy and recommends approval.

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

BOARD ACTION

A motion to approve the request by Boise State for 23 new positions (21.68 FTE) term, salary and FTE changes to 1 position (1.0 FTE), and delete 3 existing positions (3.0 FTE).

Moved by _____ Seconded by _____ Carried Yes____ No____

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

NEW POSITIONS

Position Title	Special Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$31,500
Funding Source	State Funds
New or Reallocation	Reallocation - temporary to permanent
Area/Department of Assignment	English Department
Duties and Responsibilities	Provide instruction for English courses.
Justification of Position	Ongoing initiative to convert adjunct faculty into permanent special lecturer positions to cover increase in class offerings due to enrollment growth.

Position Title	Special Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$31,500
Funding Source	State Funds
New or Reallocation	Reallocation - temporary to permanent
Area/Department of Assignment	Mathematics
Duties and Responsibilities	Provide instruction for Mathematics courses.
Justification of Position	Ongoing initiative to convert adjunct faculty into permanent special lecturer positions to cover increase in class offerings due to enrollment growth.

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

Position Title	Special Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$31,263
Funding Source	State Funds
New or Reallocation	Reallocation - temporary to permanent
Area/Department of Assignment	Communication Department
Duties and Responsibilities	Provide instruction for Communication courses.
Justification of Position	Ongoing initiative to convert adjunct faculty into permanent special lecturer positions to cover increase in class offerings due to enrollment growth.

Position Title	Special Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$40,000
Funding Source	State Funds
New or Reallocation	Reallocation - temporary to permanent
Area/Department of Assignment	Supply Chain Management - Information Technology
Duties and Responsibilities	Provide instruction for Supply Chain Management - Information Technology courses.
Justification of Position	Ongoing initiative to convert adjunct faculty into permanent special lecturer positions to cover increase in class offerings due to enrollment growth.

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

Position Title	Assistant Network Administrator
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$40,518
Funding Source	State Funds
New or Reallocation	Reallocation - temporary to permanent
Area/Department of Assignment	College of Education
Duties and Responsibilities	Facilitate a functional working environment for students and instructors in classrooms and computer labs.
Justification of Position	Demand for technology support in the college and increase workload requires moving a part-time temporary appointment to a full-time position.

Position Title	Grants Accountant
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$40,000
Funding Source	State Funds
New or Reallocation	Reallocation
Area/Department of Assignment	College of Arts & Sciences
Duties and Responsibilities	Provide grants/contracts accounting and administration for the Department of Biology.
Justification of Position	Additional position needed to support growth in research infrastructure.

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

Position Title	Manager, Employment Services
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$46,000
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	Human Resource Services
Duties and Responsibilities	Develop, implement and manage employment processes for all Classified, Professional and Faculty positions and ensure compliance with all rules and regulations.
Justification of Position	Position needed to handle additional duties due to increased workload.

Position Title	Health Educator
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$45,000
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	Health, Wellness and Counseling Services
Duties and Responsibilities	Plan, develop, implement and evaluate strategies and other wellness initiatives relating to alcohol, tobacco, and other drugs.
Justification of Position	Additional position needed to effectively implement Wellness Services strategic plan.

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

Position Title	Director, Corporate/Donor Relations
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$100,000
Funding Source	Local Funds
New or Reallocation	Reallocation - temporary to permanent
Area/Department of Assignment	University Advancement
Duties and Responsibilities	Facilitates relationships, both internally and externally, with corporations, foundations and other philanthropic organizations. Prepares and implements strategies to attain annual and campaign development plans.
Justification of Position	Position needed due to increased workload related to comprehensive campaign.

Position Title	Special Assistant to the President for the Comprehensive Campaign
Type of Position	Professional Staff
FTE	.6 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$35,000
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	President's Office
Duties and Responsibilities	Orchestrate special events for fundraising; represent the President's Office in planning university events and programs; and coordinate fundraising activities of key university officials
Justification of Position	Position needed to support increased activities and events related to fundraising and the comprehensive campaign.

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

Position Title	Educational Specialist
Type of Position	Professional Staff
FTE	.83 FTE
Term of Appointment	10 Months
Effective Date	11/1/2007
Salary Range	\$39,000
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Educational Talent Search
Duties and Responsibilities	Provide Upward Board services, including classroom instruction and college preparation, to 50 low-income, first generation, high school youth.
Justification of Position	Position needed to implement grant from the U.S. Department of Education.

Position Title	Post Doctoral Fellow
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$50,000
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Center for School Improvement and Policy Study
Duties and Responsibilities	Gather data, write computer programs, and analyze and compile raw data for the Improving Metacomprehension and Self-regulated Learning from Scientific Texts project.
Justification of Position	Position needed to implement grant from the U.S. Department of Education.

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

Position Title	Coordinator, Scholars/Pride Programs
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$55,254
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	School of Social Work, Child Welfare Center
Duties and Responsibilities	Recruit, educate, and retain new child welfare workers and foster/pre-adoption parents.
Justification of Position	Position needed to meet demand of services under grant funded contracts with the Idaho Department of Health & Welfare.

Position Title	Associate Vice President, Energy Research, Policy and Sustainability
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$130,000
Funding Source	.85 State Funds; .15 Grant Funds
New or Reallocation	Reallocation/New
Area/Department of Assignment	President's Office
Duties and Responsibilities	Guide campus conservation efforts; coordinate and promote research related to sustainability; coordinate outreach to state agencies and citizens related to sustainability and energy.
Justification of Position	Position needed to lead institutional commitment to sustainability. It is anticipated that this position will become self-supporting through external funding within 3-5 years.

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

Position Title	Energy Systems and Research Engineer
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$70,000
Funding Source	.50 State Funds; .50 Grant Funds
New or Reallocation	Reallocation/New
Area/Department of Assignment	President's Office
Duties and Responsibilities	Manage day-to-day operations of externally funded research programs; lead off-campus components of Wind for Schools program; indentify and pursue external funding.
Justification of Position	Position needed to support institutional commitment to sustainability. It is anticipated that this position will become self-supporting through external funding within 3-5 years.

Position Title	Office Specialist 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$18,720
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Provide customer service to ticket buyers for Select-a-Seat.
Justification of Position	Increased volume and need for continuity requires converting student appointments to a permanent position.

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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY – continued

Position Title	Technical Records Specialist 1
Type of Position	Classified
FTE	.75 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$17,222
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	BSU Radio - KBSU
Duties and Responsibilities	Handle import/export of underwriting traffic; input and write schedules; process lump sum and periodic credit transactions.
Justification of Position	New web-based underwriting system requires additional staff for separation of duties for accountability and security.

Position Title	Financial Technician
Type of Position	Classified
FTE	.5 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$12,116
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Analyze, research, forecast, and reconcile complex financial documents and ensure compliance with laws, rules, and policies.
Justification of Position	New position needed to handle volume of work due to increase in grant proposals.

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

Position Title	Graphic Design Specialist
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$27,102
New or Reallocation	Reallocation - temporary to permanent
Funding Source	Local Funds
Area/Department of Assignment	Student Union/Student Development
Duties and Responsibilities	Coordinate, prioritize and produce professional graphic design.
Justification of Position	Increase in work load requires converting a temporary appointment to permanent status.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$22,963
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	Sponsored Projects
Duties and Responsibilities	Provide administrative and clerical support for pre-award and non-fiscal post-award grant and contract management.
Justification of Position	New position needed for expanding administrative infrastructure to support growth in research enterprise.

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

Position Title	Human Resource Associate
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$25,605
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	Human Resource Services
Duties and Responsibilities	Support professional and faculty employment function.
Justification of Position	Position needed to handle additional duties due to increased workload.

Position Title	Technical Records Specialist 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$23,546
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	Human Resource Services
Duties and Responsibilities	Responsible for processing personnel actions for student employees.
Justification of Position	Additional processing staff needed due to overall growth in employee personnel actions.

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

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	\$26,605
Funding Source	Local Funds
New or Reallocation	New
Area/Department of Assignment	School of Social Work
Duties and Responsibilities	Perform complex secretarial, office administration, and public relations assignments.
Justification of Position	Additional position needed to support growing number of social work students who are planning and participating in field practicum placements.

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

CHANGE IN POSITIONS

Position Title	University Shop Assistant, Lead
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	Change from 10 month to 12 month
Effective Date	11/1/2007
Salary Range	Change from \$19,947 to \$23,941
Funding Source	Local Funds
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Organize and oversee maintenance, repair and overhaul of tools; maintain inventory; procure, issue, and secure tools, supplies, and equipment.
Justification of Position	Additional FTE needed to provide support to faculty and students in the program on a year-round basis.

DELETED POSITIONS

Position Title	Senior Instructor/Manager
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	Less \$46,904
Funding Source	Local Funds
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Provides instruction for Applied Technology courses.
Justification of Position	Position deleted due to reorganization of unit.

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

Position Title	Teacher/Coordinator, Electrical Apprenticeship
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	11/1/2007
Salary Range	Less \$51,501
Funding Source	Local Funds
Area/Department of Assignment	Center for Workforce Training
Duties and Responsibilities	Teaches courses and coordinates apprenticeship program.
Justification of Position	Position deleted to reorganization of unit.

Position Title	Supply Buyer/Bronco Express Manager
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	6/17/2007
Salary Range	Less \$31,824
Funding Source	Local Funds
Area/Department of Assignment	Bookstore
Duties and Responsibilities	Responsible for selection, purchase and resale of office, academic, lab, and art supplies. Manages Bookstore shipping, packing and web processing store.
Justification of Position	Department reorganization split duties out to several other positions.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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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

B. Appointment Authority and Procedures

1. Nothing herein may be construed to be in limitation of the powers of the Board as defined by Sections 33-3006, 33-3104, 33-2806, and 33-4005, Idaho Code, or as otherwise defined in the Idaho Constitution or Code.
2. **Delegation of Authority**
The Board delegates all authority for personnel management not specifically retained to the executive director and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with these policies and procedures. Provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.
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

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(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
OCTOBER 11-12, 2007**

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)

October 2002

G. Policies Regarding Faculty (Institutional Faculty Only)

1. Letters of Employment

b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

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

SUBJECT

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

BACKGROUND

Idaho State Board of Education Governing Policies & Procedures Sections II.B.3 and II.G.1.b

DISCUSSION

Idaho State University requests approval to:

- create four (4) new faculty positions (2.5 FTE) supported by appropriated, local, and grant funds;
- create two (2) new professional staff positions (2.0 FTE) supported by appropriated, local, and grant funds;
- create three (3) new classified positions (2.41 FTE) supported by local and grant funds;
- increase the FTE on one (1) faculty position (1.0 FTE), supported by local funds; increase the term to 12 months and the FTE to 1.0 on one (1) non-classified position, supported by appropriated funds; and decrease the FTE on one (1) classified position to .50 FTE, supported by appropriated funds.

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

This request includes several assistant professors and various support positions. Staff has reviewed this request for conformance with Board policy and recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for nine (9) new positions (6.91 FTE); to increase the term on one (1) position (1.0 FTE) to 12 month; to increase the FTE on two (2) positions (2.0 FTE); and to decrease the FTE on one (1) position to .50 FTE.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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

**NEW POSITIONS
ACADEMIC**

Position Title	Assistant Professor
Type of Position	Faculty
FTE	.50
Term of Appointment	9 month
Effective Date	October 15, 2007
Salary Range	\$24,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Anthropology
Duties and Responsibilities	Teach approximately 9 credits per semester; develop and revise course work in specialized field of expertise; advise students.
Justification of Position	To provide additional faculty support.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	January 2, 2008
Salary Range	\$40,000.00
Funding Source	Grant Funds
Area/Department of Assignment	Geosciences
Duties and Responsibilities	Duties include teaching, research activities, and grant development.
Justification of Position	To provide additional faculty and research support for compliance with grant requirements.

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

Position Title	Assistant Professor (2 positions)
Type of Position	Faculty
FTE	1.0 (2 positions at .5 FTE)
Term of Appointment	12 month
Effective Date	October 15, 2007
Salary Range	\$33,500.00
Funding Source	Local Funds
Area/Department of Assignment	Physician Assistant Studies
Duties and Responsibilities	Assist in development/implementation of satellite program in Boise; teach clinical medicine content; participate in assessment of student academic and clinical performance; academic advising and record keeping; and assist in development of clinical training sites in western Idaho.
Justification of Position	To provide faculty support for the new satellite program in Boise.

OTHER

Position Title	Senior Business Consultant
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 15, 2007
Salary Range	\$55,000.00
Funding Source	Appropriated, Local and Grant Funds
Area/Department of Assignment	College of Business, Idaho Falls Small Business Development Center
Duties and Responsibilities	Responsible for day-to-day management of activities related to business consulting services offered by the ISBDC within a regional area; consult with small business owners and entrepreneurs; analyze business problems, develop solutions, and provide access to resources.
Justification of Position	To provide additional support for the development of a loan program package offering for small business owners.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007**

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

Position Title	Technology Support Manager
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 15, 2007
Salary Range	\$40,000.00
Funding Source	Appropriated Funds
Area/Department of Assignment	College of Education
Duties and Responsibilities	Provide technical support to faculty and staff; conduct workshops; upgrade and maintain faculty and staff computers; design and maintain web page.
Justification of Position	To provide technical support and services within the college.

Position Title	Media Equipment Specialist
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month (limited service)
Effective Date	October 15, 2007
Salary Range	\$27,102.00
Funding Source	Grant Funds
Area/Department of Assignment	Educational Technology Services
Duties and Responsibilities	Operate, construct, and modify various audio visual equipment and microcomputers associated with distance learning, broadcast, presentation, and classroom instruction.
Justification of Position	To provide support for the maintenance of equipment associated with distance learning.

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

Position Title	Dental Assistant 1
Type of Position	Classified
FTE	.75
Term of Appointment	12 month
Effective Date	October 15, 2007
Salary Range	\$14,804.00
Funding Source	Local Funds
Area/Department of Assignment	Dental Sciences
Duties and Responsibilities	Retracts patient's cheek, tongue, and other tissue; remove water syringes; take, expose, and develop x-rays of the mouth, gums, jaws, and/or teeth; apply topical medications; place rubber dams in patient's mouth; remove excess cement from and adjacent to crowns, bridges, and orthodontic bands; place matrix bands; perform dietary and salivary analysis; demonstrate oral care procedures and techniques; remove and replace ligature wires; remove sutures; chart patient's mouth; perform infection control procedures; flush evacuation system with chemical cleansers.
Justification of Position	To provide an additional dental assistant for compliance with accreditation requirements.

Position Title	Office Specialist 2
Type of Position	Classified
FTE	.66
Term of Appointment	12 month
Effective Date	October 15, 2007
Salary Range	\$13,813.00
Funding Source	Grant Funds
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	Provide receptionist/clerical duties for Engineering research center, including purchase, receive and distribute equipment; and initiate filing system for grant documents.
Justification of Position	To provide clerical support to faculty and graduate students.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007**

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

CHANGES

Position Title	Service Learning Coordinator/Assistant Professor (PCN 5601)
Type of Position	Faculty
FTE	change from .5 to 1.0
Term of Appointment	12 month
Effective Date	October 15, 2007
Salary Range	change from \$34,778 to \$69,556.00
Funding Source	Local Funds
Area/Department of Assignment	Physician Assistant Studies
Duties and Responsibilities	Establish, organize and monitor student service learning activities; develop the diversity/cultural competence component of the didactic curriculum; lecture; conduct site visits; participate on departmental and university committees; and other duties as assigned.
Justification of Position	To provide additional support for program expansion to the Boise area.
Position Title	Recruiter/Admissions Specialist (PCN 1263)
Type of Position	Non-Classified
FTE	change from .8333 to 1.0
Term of Appointment	change from 10 month to 12 month
Effective Date	October 15, 2007
Salary Range	change from \$34,513.60 to \$37,502.40
Funding Source	Appropriated Funds
Area/Department of Assignment	College of Technology Student Services
Duties and Responsibilities	Admissions counseling and recruiting, both in-state and out-of-state, with the major focus on out-of-state recruiting.
Justification of Position	To provide year-round student counseling services.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007**

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

Position Title	Administrative Assistant I (PCN 3138)
Type of Position	Classified
FTE	change from .75 to .50
Term of Appointment	12 month
Effective Date	October 15, 2007
Salary Range	change from \$18,782.40 to \$25,043.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Health Physics
Duties and Responsibilities	Provide clerical support, with duties to include track and maintain budgets, order supplies, schedule appointments, make travel arrangements, prepare correspondence, answer phones, and greet office visitors.
Justification of Position	To provide full-time clerical support for both Health Physics and Technical Safety.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

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

B. Appointment Authority and Procedures

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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

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

(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
OCTOBER 11-12, 2007

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) October 2002

G. Policies Regarding Faculty (Institutional Faculty Only)

1. Letters of Employment

b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for the approval of six new positions

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Sections II.B.3 and II.G.1.b

DISCUSSION

The University of Idaho requests approval for:

- six (6) new positions (6.0 FTE) supported by appropriated and local funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

This request includes six new positions including two assistant professors, three classified staff, and a non-exempt faculty exempt science writer. Staff has reviewed this request for conformance with Board policy and recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to establish six (6) new positions supported by appropriated and local funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007**

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

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 (1,560 hours/year)
Term of Appointment	Academic Year
Effective Date	November 1, 2007
Salary Range	\$55,000.00
Funding Source	Appropriated funds
Area/Department of Assignment	College of Science
Duties	Responsible research and instruction in the Department of Physics
Justification	Additional faculty needed for the Physics program.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 (2,080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	November 1, 2007
Salary Range	\$37,835.20
Funding Source	Appropriated funds
Area/Department of Assignment	College of Agricultural and Life Science
Duties	Responsible for research and instruction in the District 1 Extension program
Justification	Additional faculty needed for the District 1 Extension program.

Position Title	Advising Specialist
Type of Position	Classified
FTE	1.0 (2,080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	November 1, 2007
Salary Range	\$29,244.80
Funding Source	Local funds
Area/Department of Assignment	College of Business and Economics
Duties	Responsible for providing academic advising services and assisting students and faculty
Justification	Additional position needed due to increase in volume of advising and to increase student retention.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007**

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

Position Title	Custodial Foreperson
Type of Position	Classified
FTE	1.0 (2,080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	November 1, 2007
Salary Range	\$28,641.60
Funding Source	Appropriated funds
Area/Department of Assignment	DFA/Facilities
Duties	Responsible for supervision and workload assignments for Custodial Services
Justification	New position needed to meet custodial needs in the Facilities Operations.
Position Title	Customer Service Representative 2
Type of Position	Classified
FTE	1.0 (2,080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	November 1, 2007
Salary Range	\$28,641.60
Funding Source	Appropriated funds
Area/Department of Assignment	DFA/Facilities
Duties	Responsible for front desk operations
Justification	Increase in workload of Facilities office requires additional staff time.
Position Title	University Science Writer
Type of Position	Non-Faculty Exempt
FTE	1.0 (2,080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	November 1, 2007
Salary Range	\$45,011.20
Funding Source	Local funds
Area/Department of Assignment	University Research Office/University Communications & Marketing
Duties	Responsible for developing and writing hard news and media releases
Justification	Position will provide additional necessary expertise in scientific and grant writing.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

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

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 - (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

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

(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.)

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

SUBJECT

A request by Lewis-Clark State College for approval of one (1) new position and two (2) deleted positions.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Sections II.B.3 and II.G.1.b

BACKGROUND

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

DISCUSSION

Lewis-Clark State College is requesting approval for:

- one (1) new position (.75 FTE) funded by grant funds; and
- two (2) deleted positions (1.75 FTE) funded by grant funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

This request includes a new IT support technician and the removal of grant related positions. Staff has reviewed this request for conformance with Board policy and recommends approval.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College for one (1) new position and two (2) deleted positions.

Moved _____ Seconded _____ Carried Yes _____ No _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007**

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

NEW POSITIONS

Position Title	PACE IT Support Technician
Type of Position	Classified
FTE	.75
Term of Appointment	12 months
Effective Date	10/1/2007
Salary Range	\$20,014.08
Funding Source	Grant Funds
Area/Department of Assignment	Education Division
Duties and Responsibilities	Provide technical support for PACE students and other duties as assigned
Justification of Position	PACE distant site students need technical support.

DELETED POSITIONS

Position Title	Activities Coordinator
Type of Position	Professional
FTE	.75
Term of Appointment	9 months
Effective Date	8/31/2007
Salary Range	\$23,525
Funding Source	Grant Funds
Area/Department of Assignment	CAMP, Student Services
Justification of Position	Grant funding terminated

Position Title	Program Advisor
Type of Position	Professional
FTE	1.0
Term of Appointment	11 months
Effective Date	8/31/2007
Salary Range	\$38,244
Funding Source	Grant Funds
Area/Department of Assignment	CAMP, Student Services
Justification of Position	Grant funding terminated

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

(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.)

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

Boise State University requests approval of an amendment to the employment contract addendum for head football coach, Chris Petersen.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Sections II.B.3.c. and II.H.

DISCUSSION

In February, 2007, the University requested and received Board approval for a new contract with head football coach Chris Petersen. Addendum No. 1 contained a longevity incentive that needs to be amended. A redline version of the changes is attached.

IMPACT

The longevity incentive was intended by the parties to be a tax deferred payment according to 457(f) or 415(m) of the IRS tax code. However, tax attorneys for the University and Coach Petersen, working together, have determined that such a payment is not allowed under the tax code in conjunction with Idaho's current employment and retirement system. As such, the parties have agreed to re-write the provision to make the payments direct to Coach Petersen rather than to a deferred compensation account.

No other changes are being made with this request.

ATTACHMENTS

Attachment 1 – Original Signed Contract, February, 2007 with Original Signed Addendum	Page 3
Attachment 2 – Proposed Amendment to Addendum Red Line	Page 19
Attachment 3 – Proposed Amendment to Addendum, Signed	Page 25
Attachment 4 – Contract Matrix	Page 29

STAFF AND COMMENTS AND RECOMMENDATIONS

Since the longevity payments into a deferred compensation agreement are not allowed under the tax code, these payments will be made directly to the Coach. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY – continued

BOARD ACTION

A motion to approve the request by Boise State University for an amendment to Addendum Number 1 to Employment Agreement for head football coach Chris Petersen.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Chris Petersen (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (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. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a Division I-A head football coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on January 1, 2006 and terminating, without further notice to Coach, on December 31, 2010 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.

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) A salary as set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), 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 calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. As set forth in the attached Addendum

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act

3.2.2 The Coach may receive the compensation hereunder 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). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a

coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 **SUMMER CAMP—OPERATED BY UNIVERSITY.** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.4 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. In order to avoid entering into an agreement with a competitor of any University selected vendors, 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 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a

format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA

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

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

4.7 Other Coaching Opportunities Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

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 policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

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

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

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, 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 "total salary" set forth in section 3.1.1, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, 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 written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

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 and pursues employment in football, coaching or any capacity in sports 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 before the final game of the 2007 football season (including a bowl game), the sum of \$750,000.00; (b) if the Agreement is terminated after the final game of the 2007 football season (including a bowl game) but before the final game of the 2008 football season (including a bowl game), the sum of \$650,000.00; (c) if the Agreement is terminated after the final game of the 2008 football season (including a bowl game) but before the final game of the 2009 football season (including a bowl game), the sum of \$550,000.00. The liquidated damages shall be due and payable within ten (10) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate twelve (12) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, 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 and lose the benefit of its investment in the 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.

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

5.4 Termination due to Disability or Death of Coach

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

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

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

5.8 Waiver of Rights Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or 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 Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

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

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

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

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

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

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

6.8 Force Majeure Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform

(including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage

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

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

the University: Director of Athletics
 1910 University Drive
 Boise, Idaho 83725-1020

with a copy to: President
 1910 University Drive
 Boise, Idaho 83725-1000

the Coach: Chris Petersen
 Last known address on file with
 University's Human Resource Services

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

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

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

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

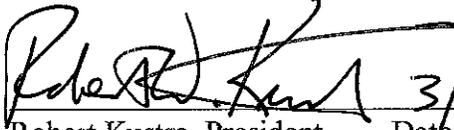
6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

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

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

UNIVERSITY

COACH


Robert Kustra, President 3/30/06
Date


Chris Petersen 3-15-06
Date

Approved by the Board on the ____ day of _____, 2006.

ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of January, 2006, subject to the approval of the State Board of Education.
2. The COACH is being hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
 - a. "Position" will mean the position described in paragraph 2, above.
 - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
 - c. "Program" shall mean the Football program.
 - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
 - e. "NCAA" means the National Collegiate Athletic Association.
 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
 - f. "Athletic Director" means the BSU Director of Athletics or his designee.
 - g. "Coaching" means to direct and supervise the athletes participating in the program.
 - h. "BAA" means the Bronco Athletic Association.
 - i. "Post-season" means participation in a Bowl game.
 - j. "BCS" mean the Bowl Championship Series organization.
 - k. "Total Salary" means the total of the base salary and supplemental salary as described in sections 7.a and 7.b in any one year period.
4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence January 1st, 2006 and shall continue until the Agreement terminates on the 31st day of December, 2010; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither

party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Base salary (state appropriated funds) as referred to in paragraph 3.1 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
January 1, 2006 – December 31, 2006	\$141,744

b. Additional salary (from media/public appearance/non-state funds) shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
January 1, 2006 – December 31, 2006	\$358,256

c. Total Salary (total of a. and b. above) is \$500,000.

The Total Salary outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY.

d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:

- ◆ 6 wins = 5% increase in total salary
- ◆ 8 wins = 10% increase in total salary
- ◆ 10 wins = 15% increase in total salary

c. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Supplemental pay based upon performance (Agreement section 3.2).

a. Supplemental pay relating to post-season national rank shall be the greater of the following:

- (i) 1/12th of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,
- (ii) 1/12th of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.

b. Supplemental pay relating to regular season and post season competition shall be based on one of the following:

- (i) 1/12th of Total Salary for winning the conference championship; or,
- (ii) 5% of Total Salary for a post season bowl appearance without a conference championship; or,
- (iii) \$100,000 if the football team participates in any one of the five BCS bowl games.

Any supplemental pay earned pursuant to this paragraph shall be paid on February 1st following the football season in which earned.

- 9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):
 - a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any supplemental pay earned pursuant to this paragraph shall be paid on October 1st each year.

10. Employee shall have a "public relations" account of \$2,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

COACH

Chris Petersen
Chris Petersen
Head Football Coach

4-5-06
Date

BOISE STATE UNIVERSITY

By: Robert Kustra
Robert Kustra
President

3/30/06
Date

ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT - AMENDMENT

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2007, subject to the approval of the State Board of Education.
2. The COACH is being hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
 - a. "Position" will mean the position described in paragraph 2, above.
 - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
 - c. "Program" shall mean the Football program.
 - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
 - e. "NCAA" means the National Collegiate Athletic Association.
 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
 - f. "Athletic Director" means the BSU Director of Athletics or his designee.
 - g. "Coaching" means to direct and supervise the athletes participating in the program.
 - h. "BAA" means the Bronco Athletic Association.
 - i. "Post-season" means participation in a Bowl game.
 - j. "BCS" mean the Bowl Championship Series organization.
 - k. "Total Salary" means the total of the base salary and supplemental compensation as described in sections 7.a, 7.b and 7.c in any one year period.
4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence February 1st, 2007 and shall continue until the Agreement terminates on the 31st day of January, 2012; provided, however, that this provision is subject to the terms

and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Regular Compensation. A base salary (state appropriated funds) as referred to in section 3.1 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$150,000

b. Supplemental Compensation. Additional compensation (from media/public appearance/non-state funds) as referred to in section 3.2.2 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$700,000

c. Total Salary (total of a. and b. above) is \$850,000.

The Total Salary outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement).

d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:

- ◆ 8 wins = 5% increase in total salary
- ◆ 10 wins = 10% increase in total salary
- ◆ 12 wins = 19% increase in total salary

Such increases shall be paid as additional Supplemental Compensation under section 7.b of this Addendum and section 3.2.2 of the Agreement.

e. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Supplemental pay based upon performance (Agreement section 3.2).

a. Supplemental pay relating to post-season national rank shall be the greater of the following:

- (i) 1/12th of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,
- (ii) 1/12th of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.

b. Supplemental pay relating to regular season and post season competition shall be based on one of the following:

- (i) 1/12th of Total Salary for winning the conference championship; or,

- (ii) 5% of Total Salary for a post season bowl appearance without a conference championship; or,
- (iii) \$100,000 if the football team participates in any one of the five BCS bowl games.

Any supplemental pay earned pursuant to this section shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):
- a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any supplemental pay earned pursuant to this section shall be paid on October 1st each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive: The University will pay to COACH longevity incentives if the following conditions are met~~will set forth a deferred compensation agreement under section 457(f), 415(m) or other similar provisions of the IRS Code that meets the following criteria:~~

- a. If COACH stays employed in the position until August 1, 2009, and thus completes the first two and one-half years of this Agreement without being in material breach, the University will ~~pay~~place the sum of \$250,000 ~~to the~~in the ~~deferred compensation agreement on~~ COACH's behalf.
- b. If COACH stays employed in the position until after the final game of the 2011 football season (including a bowl game), and thus completes the second two and one-half years of this Agreement without being in material breach, the University will ~~pay~~place the sum of \$250,000 ~~to the~~in the ~~deferred compensation agreement on~~ COACH's behalf.
- c. ~~The payment of any sums placed in the deferred compensation agreement will be payable to the COACH on terms set forth in such plan. The deferred compensation agreement will be brought to the State Board of Education for approval upon its completion.~~

COACH

Chris Petersen
Head Football Coach

Date

BOISE STATE UNIVERSITY

By: _____
Robert Kustra
President

Date

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ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT

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 - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
 - c. "Program" shall mean the Football program.
 - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
 - e. "NCAA" means the National Collegiate Athletic Association.
 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
 - f. "Athletic Director" means the BSU Director of Athletics or his designee.
 - g. "Coaching" means to direct and supervise the athletes participating in the program.
 - h. "BAA" means the Bronco Athletic Association.
 - i. "Post-season" means participation in a Bowl game.
 - j. "BCS" mean the Bowl Championship Series organization.
 - k. "Total Salary" means the total of the base salary and supplemental compensation as described in sections 7.a, 7.b and 7.c in any one year period.
4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence February 1st, 2007 and shall continue until the Agreement terminates on the 31st day of January, 2012; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party

shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Regular Compensation. A base salary (state appropriated funds) as referred to in section 3.1 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$150,000

b. Supplemental Compensation. Additional compensation (from media/public appearance/non-state funds) as referred to in section 3.2.2 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$700,000

c. Total Salary (total of a. and b. above) is \$850,000.

The Total Salary outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement).

d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:

- ◆ 8 wins = 5% increase in total salary
- ◆ 10 wins = 10% increase in total salary
- ◆ 12 wins = 19% increase in total salary

Such increases shall be paid as additional Supplemental Compensation under section 7.b of this Addendum and section 3.2.2 of the Agreement.

e. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Supplemental pay based upon performance (Agreement section 3.2).

a. Supplemental pay relating to post-season national rank shall be the greater of the following:

- (i) 1/12th of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,
- (ii) 1/12th of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.

b. Supplemental pay relating to regular season and post season competition shall be based on one of the following:

- (i) 1/12th of Total Salary for winning the conference championship; or,
- (ii) 5% of Total Salary for a post season bowl appearance without a conference championship; or,
- (iii) \$100,000 if the football team participates in any one of the five BCS bowl games.

Any supplemental pay earned pursuant to this section shall be paid on February 1st following the football season in which earned.

- 9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):
 - a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any supplemental pay earned pursuant to this section shall be paid on October 1st each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive: The University will pay to COACH longevity incentives if the following conditions are met:

- a. If COACH stays employed in the position until August 1, 2009, and thus completes the first two and one-half years of this Agreement without being in material breach, the University will pay the sum of \$250,000 to the COACH.
- b. If COACH stays employed in the position until after the final game of the 2011 football season (including a bowl game), and thus completes the second two and one-half years of this Agreement without being in material breach, the University will pay the sum of \$250,000 to the COACH.

COACH

Chris Petersen
Chris Petersen
Head Football Coach

9-14-07
Date

BOISE STATE UNIVERSITY

By: Robert Kustra
Robert Kustra
President

9/24/07
Date

Approved by the State Board of Education on the ____ day of _____, 2007.

Chris Petersen, Boise State University, Head Football Coach – 2007 – Addendum change

	Prior Addendum Contract Section	Contract Section	Justification for Modification
12	Longevity Incentive	The prior version paid the longevity incentive to an IRS approved tax deferred plan under section 457 or 415 of the IRS Code. The new version makes the longevity incentives as direct payments, non-deferred, to the employee.	The IRS code does not allow the 457 or 415 deferred payments in conjunction with the current State of Idaho retirement programs.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

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

January 2005

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 (including any reactivated position that requires a new “set-up” action), 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

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 11-12, 2007

policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

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

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

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

January 2005

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

1. Agreements Longer Than One Year

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

2. Agreements For One Year Or Less

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

3. Academic Incentives

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

4. Part-time Coaches Excepted

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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5. Assistant Coaches

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