

**CONSENT AGENDA
APRIL 22, 2010**

TAB	DESCRIPTION	ACTION
1	BAHR-SECTION I BOISE STATE UNIVERSITY New Positions & Changes to Positions	Motion to approve
2	BAHR-SECTION I IDAHO STATE UNIVERSITY New Positions	Motion to approve
3	BAHR-SECTION I UNIVERSITY OF IDAHO New Positions & Reactivations of Positions	Motion to approve
4	BAHR-SECTION I UNIVERSITY OF IDAHO Employment Agreement – Head Volleyball Coach	Motion to approve
5	BAHR-SECTION I UNIVERSITY OF IDAHO Employment Agreement – Head Soccer Coach	Motion to approve
6	BAHR-SECTION II - UNIVERSITY of IDAHO Amendment to Contract for Services - Fire Research & Management Exchange System (FRAMES)	Motion to approve
7	BAHR-SECTION II - PUBLIC SCHOOL FACILITIES COOPERATIVE PUBLIC FUNDING PROGRAM Plummer Worley Sch Dist #44-District Supervisor Report	Information item
8	IRSA – NORTHERN IDAHO CONSORTIUM FOR HIGHER EDUCATION (NICHE) LOCAL OPERATIONS COMMITTEE – SUMMARY REPORT	Motion to approve
9	PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS	Motion to approve
10	BAHR – SECTION I – EASTERN IDAHO TECHNICAL COLLEGE New Position	Motion to approve

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**CONSENT AGENDA
APRIL 22, 2010**

BOISE STATE UNIVERSITY

SUBJECT

New positions and changes to positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University requests approval to:

- Establish two (2) faculty positions (2.0 FTE) supported by local funds, and establish one (1) faculty position (1.0 FTE) supported by grant funds.
- Establish three (3) professional staff positions (3.0 FTE) supported by local funds.
- Establish two (2) classified staff positions (2.0 FTE) supported by local funds.
- Increase the term of one (1) professional staff position (1.0 FTE) supported by appropriated and local funds.
- Increase the term of one (1) classified staff position (.72 FTE) supported by appropriated and local funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State for eight (8) new positions (8.0 FTE) supported by grant and local funds, and a term increase of two (2) positions (1.72 FTE) supported by appropriated and local funds.

Moved by _____ Seconded by _____ Carried Yes____ No____

**CONSENT AGENDA
APRIL 22, 2010**

NEW POSITIONS

Position Title	Assistant Professor (two positions)
Type of Position	Faculty
FTE	1.0 FTE each
Term of Appointment	12 Months each
Effective Date	5/2/2010
Salary Range	\$53,000 each
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provide instruction for Educational Technology courses; research, creative and scholarly work and service.
Justification of Position	Additional tenure track faculty required to support program initiatives.

Position Title	Associate Research Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$80,000
Funding Source	Grant
New or Reallocation	New
Area/Department of Assignment	Materials Science & Engineering
Duties and Responsibilities	Conduct research in Materials Science discipline.
Justification of Position	Ongoing grant for lab directed research and development has been provided by the Battelle Energy Alliance for the Center for Advanced Energy Studies.

**CONSENT AGENDA
APRIL 22, 2010**

Position Title	Sponsored Project Administrator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$40,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Sponsored Programs
Duties and Responsibilities	Provide fiscal oversight and sponsored project administration services for principal investigators, departments, and college staff who have externally-funded projects.
Justification of Position	Fiscal management of sponsored programs is critical to maintain proper oversight of restricted projects and to support faculty engaged in research projects.

Position Title	Security Analyst
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$45,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Campus Security/Police Service
Duties and Responsibilities	Provide support for the Student/Threat Assessment Team; coordinate case management; perform security analysis and collaboration with University departments.
Justification of Position	New position needed to support the overall University Security Department mission to provide a safe and secure environment for students, faculty, administration and staff.

**CONSENT AGENDA
APRIL 22, 2010**

Position Title	Manager, Student Outreach
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$50,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provide oversight of all recruitment, admissions, and retention processes including advising, marketing, and promotions.
Justification of Position	Central advising and outreach function required to improve efficiency in the department.

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$27,331
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Sponsored Programs
Duties and Responsibilities	Provide administrative support to the Offices of Technology Transfer and the Vice President for Research.
Justification of Position	Position needed to support Technology Transfer Office as role and responsibility continues to increase; additional administrative support needed in VP Research Office.

CONSENT AGENDA
APRIL 22, 2010

Position Title	Technical Records Specialist 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	\$23,379
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provide support for student admissions and record systems, coordinate and track budgets for promotional items and other purchases and expenses.
Justification of Position	Department restructured functions to support 48% increase in enrollment over the past two years.

**CONSENT AGENDA
APRIL 22, 2010**

CHANGE IN POSITIONS

Position Title	Assistant Coach, Wrestling
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	Change from 9 Months to 11 Months
Effective Date	5/2/2010
Salary Range	Change from \$22,964 to \$28,067
Funding Source	.82 Appropriated;.18 Local
New or Reallocation	Reallocation
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Provide coaching, recruiting, scouting, game preparation, student counseling and promotional activities.
Justification of Position	Additional staffing levels needed to support growth and success of our number eight nationally ranked wrestling program. The increase will be funded entirely from local funds.

Position Title	Customer Service Representative 1
Type of Position	Classified
FTE	Change from .50 to .72 FTE
Term of Appointment	12 Months
Effective Date	5/2/2010
Salary Range	Change from \$14,026 to \$16,665
Funding Source	.52 Appropriated; .48 Local
New or Reallocation	Reallocation
Area/Department of Assignment	Registrar's Office
Duties and Responsibilities	Provide customer service and specialized information regarding Registrar's Office services, rules, policies and procedures.
Justification of Position	Additional staff level needed to provide consistent and continuous coverage in the Registrar's Office BroncoWeb Help Center.

**CONSENT AGENDA
APRIL 22, 2010**

IDAHO STATE UNIVERSITY

SUBJECT

New positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Idaho State University (ISU) requests approval to:

- Create two (2) new professional staff positions (2.0 FTE) supported by appropriated funds.
- Create one (1) new classified staff position (1.0 FTE) supported by local funds.

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

ISU's 2009 audit included a finding that the institution lacked adequate staffing related to responsibilities of financial reporting and year-end closing entries. This agenda item would authorize two new Senior Accountant positions to help address this critical workforce shortage and a third position for custodial support of the Campus Recreation facility. Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for three (3) new positions (3.0 FTE) supported by local funds.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

**CONSENT AGENDA
APRIL 22, 2010**

NEW POSITIONS

Position Title	Senior Accountant (2 positions)
Type of Position	Non-Classified
FTE	2.0
Term of Appointment	12 month
Effective Date	April 26, 2010
Salary Range	\$41,200.00 - \$52,200.00
Funding Source	Appropriated Funds
New or Reallocation	New
Area/Department of Assignment	Finance and Administration
Duties and Responsibilities	Provide support to the Associate Controller to deal with specific financial needs related to administrative accounting and financial reporting; assist in the compilation and preparation of annual financial statements, as well as other day-to-day administrative accounting functions; and responsible for continuing assurance that ISU meet the NWASC requirements and demands for standard seven for accreditation. Experience with and knowledge of Banner ERP financial systems reports and processes is required.
Justification of Position	These positions will provide additional support to ensure that ISU is in compliance with the State Board of Education's instructions to provide additional staffing in the Controller's Office to meet the requirements of the most recent external financial statements.

**CONSENT AGENDA
APRIL 22, 2010**

Position Title	Custodian
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	June 27, 2010
Salary Range	\$17,597.00
Funding Source	Local Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Campus Recreation
Duties and Responsibilities	Clean and maintain recreation/fitness center and office spaces for Campus Recreation.
Justification of Position	To provide additional custodial support necessitated by the expansion of the recreation center (approximately 32,000 additional square feet), which opens July 1, 2010.

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**CONSENT AGENDA
APRIL 22, 2010**

UNIVERSITY OF IDAHO

SUBJECT

New positions and reactivation of positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho requests approval to:

- Create two (2) new Faculty positions (2.0 FTE) supported by non-appropriated funds.
- Reactivate three (3) positions (3.0 FTE) supported by appropriated and non-appropriated funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to create two (2) new positions (2.0 FTE) and reactivate three (3) positions (3.0 FTE) supported by appropriated and non appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
APRIL 22, 2010**

NEW POSITIONS

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	August 15, 2010
Salary Range	\$60,008.00
Funding Source	Non Appropriated funds
New or Reallocation	Reallocation of existing funds (after initial Grant funding for 3 years)
Area/Department of Assignment	College of Science/Department of Statistics
Duties	Responsible for instruction and research
Justification	Position funded on IBEST/COBRE funds for 3 years, then by reallocation of funds in the College of Science.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	August 15, 2010
Salary Range	\$74,505.60
Funding Source	Non Appropriated funds
New or Reallocation	Reallocation of existing funds (after initial Grant funding for 3 years)
Area/Department of Assignment	College of Agricultural & Life Sciences /Department of Bio & Ag Engineering
Duties	Responsible for instruction and research
Justification	Position funded on NSF EPSCoR funds for 3 years, then by reallocation of funds in the College of Agricultural & Life Sciences.

**CONSENT AGENDA
APRIL 22, 2010**

REACTIVATIONS

Position Title	UI Systems Analyst
Type of Position	Exempt
FTE	1.0 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2010
Salary Range	\$54,641.60
Funding Source	Appropriated and Non Appropriated funds
New or Reallocation	Reactivation of PCN 8412
Area/Department of Assignment	Outreach/North Idaho
Duties	Responsible for IT Systems at CDA Center
Justification	Due to hiring freeze, position deleted after vacant for 12 months

Position Title	Academic Faculty
Type of Position	Faculty
FTE	1.0 FTE (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	July 1, 2010
Salary Range	\$49,337.60
Funding Source	Appropriated funds
New or Reallocation	Reactivation of PCN 5256
Area/Department of Assignment	Library
Duties	Responsible for reference and instruction
Justification	Due to hiring freeze, position deleted after vacant for 12 months

Position Title	Financial Technician
Type of Position	Classified
FTE	1.0 FTE (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2010
Salary Range	\$29,120.00
Funding Source	Non appropriated funds
New or Reallocation	Reactivation of PCN 6282
Area/Department of Assignment	Student Affairs/Administration
Duties	Responsible financial accountability in Student Health Services
Justification	Due to hiring freeze, position deleted after vacant for 12 months

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CONSENT AGENDA
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for head intercollegiate volleyball coach

REFERENCE

August 2005 Board approves five year contract for Coach

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the head intercollegiate volleyball coach, Debbie Buchanan for a term of five (5) years and submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, including a redlined version showing changes from the Board model contract, and a matrix comparison to the Board model contract, is attached.

The term of the Employment Contract is five years, commencing on August 1, 2010, and terminating on July 31, 2015.

The annual base salary is \$83,033.60. Coach is eligible to participate in university-wide changes in employee compensation as approved by the President and Athletic Director.

There is an annual media payment of \$15,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion and NCAA tournament eligibility = 1/13 of annual salary (\$6,387)
- Top 25 national ranking at season end = 1/13 of annual salary (\$6,387)
- Conference Coach of the Year = \$4,000
- Academic achievement and behavior of team based on the following:
National rank within sport

50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th - 80th % = \$4,000
80th % or above = \$5,000

Total potential annual compensation (base salary, media payment and maximum potential incentive) is \$119,808.

CONSENT AGENDA
APRIL 22, 2010

The university will allow the coach the opportunity to earn supplemental compensation by participating in youth volleyball camps. In exchange for the coach's participation, the university shall pay the remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid. In the event a university elects not to operate a camp, the coach may do so within Board guidelines for such camps.

IMPACT

This agreement will provide a stable coaching environment for the volleyball program as well as stability and consistency for the student-athletes involved.

ATTACHMENTS

Attachment 1 – Employment Contract – clean	Page 3
Attachment 2 – Employment Contract – redline	Page 17
Attachment 3 - Contract Comparison Matrix	Page 33

STAFF COMMENTS AND RECOMMENDATIONS

Attachments 1 and 2 (“Employment Agreement”) contain the terms, compensation, duties, responsibilities and conditions of employment which are summarized in the Background/Discussion, above.

Based on the terms of the contract and representations made by the institution, staff recommends approval of the contract.

BOARD ACTION

A motion to approve the University of Idaho's multi-year employment contract for head intercollegiate volleyball coach, Debbie Buchanan, for a 5 year term commencing on August 1, 2010 and terminating on July 31, 2015.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on August 1, 2010 and terminating, without further notice to Coach, on July 31, 2015, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$83033.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within the applicable sport above the 50th percentile as follows:

National rank within sport
50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th - 80th % = \$4,000
80th % or above = \$5,000

The determination shall also be based on the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere.

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to her duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate youth volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth volleyball camps, the University shall pay Coach the remaining income from the youth volleyball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth volleyball camps on the University's campus and using its facilities under the following terms and conditions:

:

ATTACHMENT 1

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during

the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

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

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

ARTICLE 4

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

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

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

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

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

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

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 provide a written detailed account of 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. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;

- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

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

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

ARTICLE 5

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

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

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

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

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or

outside compensation relating to her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University the following sum: (a) if the Agreement is terminated on or before August 1, 2011, the sum of \$5,000.00; (b) if the Agreement is terminated between August 2, 2011 and August 1, 2012 inclusive, the sum of \$4,000.00; (c) if the Agreement is terminated between August 2, 2012 and August 1, 2013 inclusive, the sum of \$3,000.00; (d) if the Agreement is terminated between August 2, 2013 and August 1, 2014 inclusive, the sum of \$2,000. The applicable sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
 University of Idaho
 P.O. Box 442302
 Moscow, Idaho 83844-2302

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

the Coach: Debbie Buchanan
 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 her official University duties.

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

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

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that she has had the opportunity to consult and review this Agreement with an attorney, and has either consulted

with legal counsel or chosen not to. 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

M. Duane Nellis President Date

Debbie Buchanan, Date

Approved by the Board of Regents on the ____ day of _____, 2010.

Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University ~~(College)~~'s 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 ~~(College)~~'s University's President (President).

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ (~~—five (5)~~) years, commencing on _____ August 1, 2010 and terminating, without further notice to Coach, on _____ July 31, 2015, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$ ~~_____~~ \$83033.60 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures; Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
~~and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) _____;~~
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~ University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a ~~(bowl game the NCAA tournament pursuant to NCAA Division I guidelines or post season tournament or post season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport)~~ volleyball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and ~~(bowl or other post season) NCAA tournament~~ eligibility are achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

3.2.3 ~~_____~~ Each year Coach shall be eligible to receive supplemental compensation ~~in an amount up to _____ (amount or computation) _____~~ based on the academic achievement and behavior of Team members ~~if the Team's cumulative APR ranks nationally within the applicable sport above the 50th percentile as follows:~~

National rank within sport
50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th - 80th % = \$4,000
80th % or above = \$5,000

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

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall be eligible to receive supplemental compensation in an amount up to _____ (amount or computation) _____ based on the overall development of the intercollegiate (men's/women's) _____ (Sport) _____ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including of \$4,000. The University (College) students, staff, faculty, alumni and boosters; and shall determine the appropriate manner in which it shall pay Coach any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.5 ~~_____~~ The Coach shall receive the sum of ~~(amount or computation) \$15,000~~ from the University (College) or the ~~University (College)'s~~ 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). ~~Coach's~~ Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such a payment shall vest on the date of the Team's Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid _____ (terms or conditions of, and contingent upon Coach's continued employment as of that date. Coach's right to receive any

such media payment)_____. under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his/her duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his/her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s University's designated media outlets.

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

Coach agrees that the University (College) has the exclusive right to operate youth ~~(Sport) volleyball~~ camps on its campus using University (College) facilities.- The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s University's camps in Coach's capacity as a University (College) employee.- Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s University's youth volleyball camps.- Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties.- In exchange for Coach's participation in the University (College)'s University's youth volleyball camps, ~~the University (College) shall pay Coach (amount) per year as supplemental compensation during each year~~ the remaining income from the youth volleyball camps, less \$500, after all claims, insurance, and expenses of his employment as head (Sport) coach at the University (College). This amount shall be such camps have been paid (terms of payment)_____.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth volleyball camps on the University's campus and using its facilities under the following terms and conditions:

:

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

- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the

Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 _____ Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)~~'s ~~University's~~ reasonable request, Coach will consult with appropriate parties concerning an ~~(Company Name)~~ Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder ~~his~~ ^{her} duties and obligations as head ~~(Sport)~~ volleyball coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ Nike, 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 ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)~~'s 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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)~~'s University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~ provide a written detailed account of the source and amount of all such income and benefits to the ~~University (College)~~'s 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 ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

(a) Income from annuities;

- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

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

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

ARTICLE 5

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

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

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

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or ~~his~~ designee shall provide Coach

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

5.1.3 In the event of any termination for good or adequate cause, the University ~~(College)~~'s 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 ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, prerequisites, or income resulting from outside activities or from any other sources.

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

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

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall ~~be obligated to pay~~ pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his/her health insurance plan and group life insurance as if ~~heshe~~ remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to her by

University after the date she obtains other employment, to which she is not entitled under this provision.

5.2.3 ~~The parties have both~~University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and~~. The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to ~~his~~her employment with University ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach ~~for the damages and injury suffered by Coach because of such termination by University (College)~~. The liquidated damages are. Such compensation is 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~~her promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in ~~his~~her employment by entering into this Agreement and that its investment would be lost were ~~heshe~~she to resign or otherwise terminate ~~his~~her employment with the University ~~(College)~~ before the end of the contract term.

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for ~~his~~her convenience ~~heshe~~she shall pay to the University ~~(College)~~, ~~as liquidated damages and not a penalty, for the breach of this Agreement the~~ following sum: (a) if the Agreement is terminated on or before _____, August 1, 2011, the sum of ~~\$305,000.00~~; (b) if the Agreement is terminated between _____ August 2, 2011 and _____ August 1, 2012 inclusive, the sum of ~~\$204,000.00~~; (c) if the Agreement is terminated between _____ August 2, 2012 and August 1, 2013 inclusive, the sum of ~~\$3,000.00~~; (d) if the Agreement is terminated between August 2, 2013 and _____ August 1, 2014 inclusive, the sum of ~~\$102,000.00~~. The liquidated damages applicable sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

_____ 5.3.4 ~~The parties have both~~University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and~~. The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, ~~which damages that~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~sums by Coach

and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. ~~The liquidated damages.~~ Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

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

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the ~~University (College)~~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 ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University (College)~~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 ~~heshe~~ is entitled by virtue of employment with the University ~~(College)~~.

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

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

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

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)~~'s ~~University's~~ Board of ~~(Regents or 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 (College)~~'s ~~University's~~ Board of ~~(Regents or 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 ~~(Regents or Trustees)~~ and ~~University (College)~~'s ~~University's~~ rules regarding financial exigency.

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

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

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

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

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

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

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

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

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

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

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

the Coach: _____ Debbie Buchanan
Last known address on file with
~~University (College)~~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.

ATTACHMENT 2

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 ~~(College)~~'s University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of hisher official University ~~(College)~~ duties.

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

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

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

UNIVERSITY ~~(COLLEGE)~~

COACH

_____, M. Duane Nellis President
Buchanan, Date

Date

Debbie

Approved by the Board of Regents on the ____ day of _____, 2010.

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**DEBBIE BUCHANAN– WOMEN’S HEAD VOLLEYBALL COACH
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	Allows for supplemental compensation if team reaches the NCAA tournament.
3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if team’s cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Deletes existing provisions for supplemental compensation based on ticket sales, fundraising and outreach because volleyball is not a revenue-generating sport and these provisions are therefore not applicable. Adds language allowing for additional compensation if coach is named Conference Coach of the Year.
3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last game of the season. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season. Payment is made contingent on coach’s compliance with University financial stewardship policies.
3.2.6 Summer Camps	3.2.6 Summer Camps	Amount of compensation for participation in University’s summer volleyball camps not specified. Coach will receive balance of income from camp after all operational expenses have been paid. Includes alternative provision allowing coach to operate summer camps as a private enterprise if the University opts not to run them. The Board has previously approved these provisions.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as “including but not limited to...”
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

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CONSENT AGENDA
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for head intercollegiate women's soccer coach

REFERENCE

August 2008

Board approves two year contract for Coach

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho has agreed, subject to Regents' approval, to terms extending employment of the head intercollegiate soccer coach, Peter Showler, for a term of two (2) additional years and replacing the final 9 months of the current contract. The University submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract, a redlined version showing changes from the Board model contract and a matrix comparison to the Board model contract, is attached.

The term of the Employment Contract is two years, nine months, commencing on March 31, 2010, and terminating on December 31, 2012.

The annual base salary is \$37,689.60. Coach is eligible to participate in University-wide changes in employee compensation as approved by the President and Athletic Director.

There is an annual media payment of \$6,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion = \$1,000
- Top 20 finish in NCAA championships = \$1,000
- Team qualifies for WAC Tournament = \$2,000
- Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and WAC tournament games) = \$500
- Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games) = \$500
- Academic achievement and behavior of team based on the following:
 - National rank within sport
 - 50th - 60th % = \$250
 - 60th - 70th % = \$300
 - 70th - 80th % = \$400
 - 80th % or above = \$450

**CONSENT AGENDA
APRIL 22, 2010**

Total potential annual compensation (base salary, media payment and maximum potential incentive) is \$49,139.60

The university will allow the coach the opportunity to earn supplemental compensation by participating in youth soccer camps. In exchange for the coach's participation, the university shall pay the remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid. In the event a university elects not to operate a camp, the coach may do so within Board guidelines for such camps.

IMPACT

This agreement will provide a stable coaching environment for the soccer program as well as stability and consistency for the student-athletes involved.

ATTACHMENTS

Attachment 1 – Employment Contract – clean	Page 3
Attachment 2 – Employment Contract – redline	Page 17
Attachment 3 - Contract Comparison Matrix	Page 33

STAFF COMMENTS AND RECOMMENDATIONS

This is a new Employment Agreement for the coach, which extends the coach's employment since his contract was last approved by the Board. Attachments 1 and 2 ("Employment Agreement") contain the terms, compensation, duties, responsibilities and conditions of employment which are summarized in the Background/Discussion, above.

Based on the terms of the contract and representations made by the institution, staff recommends approval of the contract.

BOARD ACTION

A motion to approve the University of Idaho's multi-year employment contract for head intercollegiate women's soccer coach, Peter Showler, for a 2 year, 9 month term commencing on March 31, 2010 and terminating on December 31, 2012.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SECOND AMENDED EMPLOYMENT AGREEMENT

This Second Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Peter Showler (Coach). It replaces the Amended Employment Agreement approved by the Board of Regents on _____.

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years and nine (9) months commencing on March 31, 2010, and terminating, without further notice to Coach, on December 31, 2012, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$37,689.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year immediately following the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year the Team qualifies for play in the Western Athletic Conference (WAC) tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and WAC tournament games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within intercollegiate women's soccer at the 50th percentile or higher as follows:

National rank within sport
50th - 60th % = \$250
60th - 70th % = \$300
70th - 80th % = \$400
80th % or above = \$450

Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.7 The Coach shall receive the sum of \$6,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that

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

3.2.8 Coach agrees that the University has the exclusive right to operate youth soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth soccer camps, the University shall pay Coach the remaining income from the youth soccer camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:

:

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

summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's soccer coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any

messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

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

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 provide a written detailed account of 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. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the

expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably withheld.

ARTICLE 5

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

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

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

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. 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 pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. 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 or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such compensation by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before December 31, 2010, the sum of \$15,000; (b) if the Agreement is terminated between January 1, 2011 and December 31, 2011 inclusive, the sum of \$10,000; (c) if the Agreement is terminated between January 1, 2012 and December 31, 2012 inclusive, the sum of \$5,000. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University: Director of Athletics
University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

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

the Coach: Peter Showler
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 Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. 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

M. Duane Nellis
President

Date

Peter Showler,

Date

Approved by the Board of Regents on the ____ day of _____, 2010.

Approved by the SBOE March 18, 2000 (applies to all Board governed institutions).

DRAFT

SECOND AMENDED EMPLOYMENT AGREEMENT

This Second Amended Employment Agreement (Agreement) is entered into by and between _____(the University (College of Idaho (University)), and _____Peter Showler (Coach). It replaces the Amended Employment Agreement approved by the Board of Regents on _____.

ARTICLE 1

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

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University (College)'s 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 (College)'s University's President (President).

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ ~~(two (2) years, and nine (9) months~~ commencing on _____March 31, 2010, and terminating, without further notice to Coach, on _____December 31, 2012, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University (College)'s University's Board of ~~(Regents or Trustees)~~. This Agreement in no way grants to

Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College)~~.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~_____~~\$37,689.60 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, ~~and such salary increases as may be determined appropriate by the eligible to receive University-wide changes in employee compensation approved by the Director and President and approved by the University (College)'s Board of (Regents or Trustees)_____;~~ Coach will be determined appropriate by the eligible to receive University-wide changes in employee compensation approved by the Director and President and approved by the University ~~(College)~~'s Board of ~~(Regents or Trustees)_____;~~
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~ University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and ~~also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport)~~ coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of ~~Coach's Annual Salary~~ of \$1,000 during the fiscal year ~~immediately following the year in which the championship and (bowl or other post season) eligibility areis achieved.~~ The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.1.~~ 3.2.2. Each year the Team finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.23 Each year the Team ~~is ranked~~ qualifies for play in the top 25 in the ~~(national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams)~~ Western Athletic Conference (WAC) tournament, and if Coach continues to be employed as ~~University (College)'s~~ University's head ~~(Sport)~~ coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ of Coach's Annual Salary in effect on the date of the final poll. \$2,000. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and WAC tournament games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3

3.2.5 Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year Coach shall be eligible to receive supplemental compensation ~~in~~ an amount up to ~~(amount or computation)~~ based on the academic achievement and behavior of Team members. ~~The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be if the Team's cumulative APR ranks nationally within intercollegiate women's soccer at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) 50th percentile or higher as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. follows:~~

- National rank within sport
- 50th - 60th % = \$250
- 60th - 70th % = \$300
- 70th - 80th % = \$400
- 80th % or above = \$450

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

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

~~3.2.5~~~~3.2.7~~ The Coach shall receive the sum of ~~(amount or computation)~~ \$6,000 from the University ~~(College)~~ or the University (College)'s 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). ~~Coach's~~ Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such a payment shall vest on the date of the Team's Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment) under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements ~~which~~ that are broadcast on radio or television that conflict with those broadcast on the University (College)'s University's designated media outlets.

~~3.2.6~~ ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~⁸ Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ soccer camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s University's youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s University's summer football University's

youth soccer camps, –the University (College) shall pay Coach ~~–(amount)–~~ per year as supplemental compensation during each year the remaining income from the youth soccer camps, less \$500, after all claims, insurance, and expenses of his employment as head ~~(Sport) coach at the University (College). This amount shall be such camps have been paid ~~–(terms of payment)–~~.~~

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:

∴

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and

staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.

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

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

3.2.79 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)~~'s ~~University's~~ reasonable request, Coach will consult with appropriate parties concerning an ~~(Company Name)~~ product's ~~Nike products'~~ design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~(Sport)~~ women's soccer coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ Nike, 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 ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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

~~4.2~~ Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from

those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s 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 (or NAIA) Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University (College)'s University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~ provide a written detailed account of the source and amount of all such income and benefits to the University (College)'s 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 ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

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

4.76 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the

expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably ~~be~~ withheld.

ARTICLE 5

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

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

- a) A deliberate or major violation of 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 ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, 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 ~~(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s ~~University's~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the ~~University (College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~, 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 ~~(College)~~, the ~~University (College)~~'s ~~University's~~ governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

5.1.3 In the event of any termination for good or adequate cause, the ~~University (College)~~'s ~~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 ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

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

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay to Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by

law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~-employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 ~~The parties have both~~ University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations ~~and~~. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University (College), which damages that are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages compensation by University (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are. Such compensation is 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 ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract term.

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

_____ 5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, for the breach of this Agreement the following ~~sums~~ sums: (a) if the Agreement is terminated on or before _____, ~~December 31, 2010~~, the sum of ~~\$3015,000.00~~; (b) if the Agreement is terminated between _____ ~~January 1, 2011~~ and _____ ~~December 31, 2011~~ inclusive, the sum of ~~\$2010,000.00~~; (c) if the Agreement is terminated between _____ ~~January 1, 2012~~ and _____ ~~December 31, 2012~~ inclusive, the sum of ~~\$105,000.00~~. The liquidated damages ~~Sums~~ shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

_____ 5.3.4 ~~The parties have both~~ University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations ~~and~~. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, ~~which damages that~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages ~~sums~~ by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

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

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s 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 ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University (College)~~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 (College)~~.

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

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

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

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)~~University's Board of ~~(Regents or 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 (College)~~University's Board of ~~(Regents or 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 ~~(Regents or Trustees)~~ and ~~University (College)~~University's rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the _____ Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the ~~University (College)~~ or developed by Coach on behalf of the ~~University (College)~~ or at the ~~University (College)~~University's direction or for the ~~University (College)~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole

property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

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

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

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

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

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

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

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

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

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

the Coach: _____ Peter Showler
Last known address on file with
~~University (College)'s~~ 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 (College)'s~~ University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

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

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

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

UNIVERSITY ~~(COLLEGE)~~

COACH

_____, ~~President~~ M. Duane Nellis
Date

Date _____ Peter Showler,

President

Approved by the Board of ~~(Regents or Trustees)~~ on the ____ day of _____,
2000 _____, 2010.

**PETER SHOWLER – WOMEN’S SOCCER COACH
 AMENDED MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.1 Supplemental Compensation	3.2.2 Supplemental Compensation	Allows for supplemental compensation if team finishes in the top 20 in the NCAA championships.
3.2.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if qualifies for play in WAC tournament.
3.2.3 Supplemental Compensation	3.2.6 Supplemental Compensation	Modifies allowance for supplemental compensation based on academic performance. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	This section would have provided for supplemental compensation based on ticket sales, fundraising and outreach. Soccer is not a revenue-generating sport and it is therefore not applicable. Adds supplemental compensation for winning record.
	3.2.5 Supplemental Compensation	Adds new paragraph allowing for supplemental compensation for achieving 12 wins in season.
3.2.5 Supplemental Compensation	3.2.7 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last contest of the season. Payment is made contingent on the team’s academic performance. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season.
3.2.6 Summer Camps	3.2.8 Supplemental Compensation	Amount of compensation for participation in University’s summer soccer camps not specified. Coach will receive balance of income from camp after all operational expenses have been paid. Adds alternative language allowing coach to operate private summer camps if University opts not to run them.
3.2.7 Footwear, apparel and equipment	3.2.9 Footwear, apparel and equipment	Number of section changed. No substantive changes.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as “including but not limited to...”
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2.

5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

CONSENT AGENDA
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Authorization for amendment to existing services contract to exceed \$500,000

REFERENCE

December 2, 2009 SBOE Executive Director approval for SEM, LLC

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.6. and Section V.C.2.a.

BACKGROUND/DISCUSSION

The Fire Research and Management Exchange System (FRAMES) is a web-based system for ongoing information and technology transfer between the wildland fire management and research communities, and their publics. FRAMES is an ongoing program operated out of the College of Natural Resources in collaboration with the US Forest Service and the US Geological Survey. The National Interagency Fuels, Fire and Vegetation Technology Transfer (NIFTT) and the Landscape Fire and Resource Management Planning Tools Project (LANDFIRE) are two partners that FRAMES has collaborated with since 2003.

NIFTT was established to coordinate, develop, and transfer consistent, efficient, science-based fuel and fire ecology assessment tools and trainings. LANDFIRE's data products are designed to facilitate national- and regional-level strategic planning and reporting of wildland fire management activities. NIFTT is responsible for creating tools that utilize the LANDFIRE data and also for training land and wildland fire managers in the appropriate use of these tools and data.

Since NIFTT's inception it has contracted with Systems for Environment Management (SEM). SEM has a unique historical relationship to development of wildland fire and fuel management applications. They are a non-profit company incorporated in 1977 with a Master Memorandum of Understanding (MMU) with the Rocky Mountain (Intermountain) Research Station (RMRS) Fire Laboratory in Missoula, Montana.

In addition, the work by FRAMES with NIFTT supports the University of Idaho (UI) Research Office's priority to create capacity for research data management. FRAMES is actively participating in the development of this initiative. The need for increased capacity for data management amongst wildland fire and natural resource professionals in support of decision making is becoming more apparent as new tools and datasets, such as the ones created by NIFTT and LANDFIRE, are generated.

**CONSENT AGENDA
APRIL 22, 2010**

SEM is a primary contractor for services through FRAMES, providing a unique skill base and technology capabilities, which are specific to the wildland fire enterprise. SEM provides these services under an existing contract which received approval from the Board Executive Director in December 2009. The term of this contract runs from October 1, 2009 to September 30, 2010.

IMPACT

The University previously received \$315,728 of federal funds for the SEM contract, which were applied to services under the contract between October 1, 2009 and January 31, 2010. The University has now received an additional \$367,499.20 in federal funding to expand and extend the services supplied under the SEM contract, to be applied between February 1, 2010 and May 31, 2010. Further the University anticipates additional federal funds (in a substantially equivalent amount) for further expansion of services between June 1, 2010 and September 30, 2010, the termination date of the contract. The second amount of federal funds and the anticipated third funding to be received by the University will increase the total services to be performed under the SEM contract to greater than \$500,000.

The University seeks approval from the Regents to modify the contract, as set forth in the attached Amendment Number 2 (see Attachment 2) to increase the services to accommodate the additional federal funding received as well as the anticipated third funding in an amount yet to be determined but anticipated to be substantially equivalent to the amounts in the first two fundings.

ATTACHMENTS

Attachment 1 – SEM, LLC Contract	Page 3
Attachment 2 – Amendment Number 2 to SEM, LLC Contract	Page 41

STAFF COMMENTS AND RECOMMENDATIONS

This is a request to amend a professional services contract to increase the amount of services delivered based on actual and projected additional federal funding. Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho for authority to increase the amount of services to be delivered under the SEM, LLC contract (Service contract number 2010-343), and to authorize the Vice President of Finance and Administration of the University to execute the Amendment Number 2 to such contract in substantial conformance with the amendment form submitted to the Board in the agenda materials.


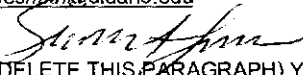

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Contract Approval Document - Page 1 of 2

Services Agreement - UI LONG FORM - Services over \$5,000 - can include consulting, construction
 Contract Approval Document for University use only and must accompany any contract being forwarded for signature.
 Complete each row. Contact Risk Management x 7177 with any questions regarding this form.

Initiating Department s responsible for Sections 1 and 2

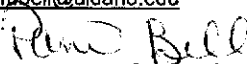

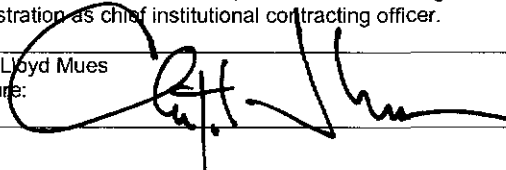
Section 1 - To be completed by Initiating Department

Contract Type/ID #:	Services Agreement - LONG FORM READ THIS NOTE: If the services to be provided are connected to a grant or grant subcontract, contact Office of Sponsored Programs before preparing contract (*). If the services to be provided are subject to bid requirements, contact Purchasing before preparing contract. Pre-review by Risk Mgmt and University Counsel are recommended for contracts of any complexity or those requiring Regent's approval.	
UI Dept, Program or Project:		
Other Party:	SEM LLC Other party is never a UI entity. If using unmodified UI Services Agreement LONG FORM, obtain signature of other party, and Certificate of Insurance, before forwarding contract to Purchasing / Sponsored Programs / Administrative Affairs.	
Contact Information for Other Party:	Name: <u>Collin D. Bevins</u> Title: <u>Managing Member</u>	Phone: <u>(406) 728-7130</u> Email: <u>cbevins@montana.com</u> FAX: <u>(406) 721-5490</u>
Description of Services to be Provided:	See attachment Attach an additional sheet if necessary. If you attach an additional sheet, indicate in this box that you have an attachment.	
(*)Office of Sponsored Program Approval	Name: <u>Tom Stotler</u> Email: <u>tstotler@uidaho.edu</u> Signature: 	Phone: <u>208 885-6341</u>
OSP SIGNS HERE	(DO NOT DELETE THIS PARAGRAPH) OSP signature affirms that OSP has reviewed this contract and that it conforms to the fiscal and operational obligations of the grant.	
Conflict of Interest:	Does a University employee have a personal or financial relationship with this Vendor? Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, please complete the conflict disclosure process-forms and directions available at http://www.president.uidaho.edu/default.aspx?pid=105615 . If you have any questions please contact Gene Merrell, Chair of Conflicts and Ethics committee.	
Renewal of Expiring Contract:	Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach expiring contract	
Certificate of Insurance	Certificate of Insurance from other party is attached: Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No", explain why: <u>Self Insured (see Exhibit B)</u> The other party wants us to provide a Certificate of Insurance: Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," Worksheet for Certificate of Financial Responsibility is attached: Check box <input type="checkbox"/> Yes <input type="checkbox"/> No	
Source of Contract Wording:	Unmodified UI Standard Services Agreement: Check box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If terms and conditions of standard form have been modified, contact Risk Mgmt X7177 immediately for further instructions. Use "track changes" to highlight requested changes to UI form.	
Contract Term:	October 1 st , 2009 through September 20 th , 2010	
Consideration:	<input checked="" type="checkbox"/> UI is paying the other party - See "Contract Cost" below <input type="checkbox"/> UI is receiving income or other consideration from the other party - See "Contract Income" below	
Contract Cost:	If UI is paying the other party, enter cost of the contract per term of contract (including expenses): <u>\$315,728.00</u> Enter the annual cost of the contract: <u>N/A</u>	
Sources of Funds:	Budget Number: <u>GNK133</u>	
Contract Income or Other Consideration:	If UI is receiving income from the other party, enter the amount of income per term of contract: _____ Enter the annual income received: _____ If UI is receiving other consideration* from the other party, describe below: * i.e., services, assigning rights to the other party, or other forms of consideration	
Contact info of contract preparer* and Recommendation for Approval:	Name: <u>Susan Smith</u> Email: <u>suesmith@uidaho.edu</u> Signature: 	Phone: <u>208 885-2098</u>
* If contract prepared by other party, use this for UI contract handler	(DO NOT DELETE THIS PARAGRAPH) Your signature affirms that you have reviewed the contract for its content; that any deviations from standard form language have been reviewed with and approved by General Counsel; and that the information on this Contract Approval Document is correct.	
Contact info of Chair / Dept Mgr and Recommendation for Approval:	Name: <u>JoEllen Force</u> Email: <u>joellen@uidaho.edu</u> Signature: 	Phone: <u>208 885-7311</u>
	(DO NOT DELETE THIS PARAGRAPH) Your signature affirms that you approve the purpose of this contract; have reviewed the contract for its content; that it conforms to University policies; that any deviations from standard form language have been reviewed with and approved by General Counsel; that the information on this Contract Approval Document is correct; and you approve this contract for review and signature.	
Distribution:	After approval by VPFA, Administrative Affairs will secure approval of other party if for some reason other party has not yet signed. After document is fully signed, Administrative Affairs will retain a copy and send original to other party. Copies are sent to the contract preparer. Contract preparer is responsible for document retention and any further distribution within the unit. If you need different distribution, please indicate.	
Special Requirements:	<u>Any deadlines or other special information?</u>	

CONTINUED ON THE NEXT PAGE

University of Idaho

Contract Approval Document
Services Agreement – OTHER PARTY'S FORM - Rev. 6/15/09
 Page 2 of 2

Section 2 - To be completed at College, Major Administrative Unit or Division Level	
Fiscal Review Funds Availability Verification/Encumbrance OR Income/Consideration Review	Name of fiscal administrator: <u>Pam Bell</u> Phone: <u>208 885-6658</u> Email: <u>pambell@uidaho.edu</u> Signature:  Date: <u>10/16/09</u> (DO NOT DELETE THIS PARAGRAPH) Your signature affirms that funds from the specified budget are available for this contract OR that you have reviewed income or other consideration and it is appropriate and acceptable to you.
Dean/AVP Senior Administrator Approval:	Name: <u>William McLaughlin</u> Phone: <u>208 885-6442</u> Email: <u>billm@uidaho.edu</u> Signature:  Date: <u>10/16/09</u> (DO NOT DELETE THIS PARAGRAPH) Your signature affirms that you approve the purpose of this contract; have reviewed the contract for its content; that it conforms to University policies; that any deviations from standard form language have been reviewed with and approved by General Counsel; that the information on this Contract Approval Document is correct; and you approve this contract for review and signature.
* Regent's Approval information: If Regent's approval is required, consult with University Counsel.	
Section 3 - To be completed by Central Administration	
Authorizing Policies/Rules:	SBOE Governing Policies & Procedures Section V.I.3.a Acquisition of Personal Property and Services.
Purchasing Review / Approval / Date:	ATTACH RFP Name: _____ Signature: _____ Date: _____
Legal Review / Approval / Date:	Name: _____ Signature: _____ Date: _____
Risk Review / Approval / Date:	Name: Nancy Spink Signature: _____ Date: _____
* Regents/ISBE ED Approval	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required If required, DATE of REGENT'S APPROVAL: <u>Ena/12/7/09 12-3-09</u> Contracts for services between \$250,000 and \$500,000, either in total or through time purchase or other financing agreements, require approval of the SBOE Executive Director. Contracts exceeding \$500,000 require approval of the Regents. Contracts for services relating to acquisition or development of new administrative software or systems that materially affect administrative operations of the University by adding new services require prior discussion with the Executive Director. (See http://www.idahoboardofed.org/policies/v/i.asp Contracts for other services do not require Regents or ED approval. If ED discussion or approval is required, consult with UI legal counsel. If Regents approval is required, process through Business Affairs agenda; if neither discussion nor approval are required, initial and forward for institutional approvals.
Recommend VPFA Approval: /Date:	Name: _____ Signature: _____ Date: _____ Your signature affirms that the agreement (with any and all attachments) is complete and all policy requirements have been fulfilled, and recommends signature of Vice President for Finance and Administration as chief institutional contracting officer.
VPFA Approval/Date:	Name: Lloyd Mues Signature:  Date: <u>12-11-09</u>

UNIVERSITY OF IDAHO
CONTRACT FOR SERVICES

This Agreement is made between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Institution"), and SEM LLC a corporation with its principal place of business in Missoula, Montana and with authority to do business in the State of Idaho ("Contractor"), collectively the Parties.

RECITALS

- A. Institution desires to obtain the services of Contractor; and
- B. Contractor claims to have expertise and experience to provide the services described herein for the benefit of the Institution.

TERMS

The Parties in recognition of the good and valuable consideration as further described herein agree as follows:

1.0 Scope of Services

1.1 Contractor agrees to perform such professional services as are set forth in this Agreement with the standard of professional care and skill customarily provided in the performance of such services, and Institution agrees to pay Contractor such amounts as are specified in this agreement, all upon the following terms and conditions:

1.2 Contractor agrees to provide the deliverables set forth in **Exhibit A**, attached hereto and incorporated herein.

1.3 Contractor shall provide such services as are necessary to provide the deliverables set forth in Exhibit A.

1.4 Contractor agrees to perform as set forth in sections 1.2 and 1.3 to the satisfaction of Institution.

1.5 Institution's liaison overseeing the services provided under this Agreement is Greg Gollberg, who is located at University of Idaho, Department of Forest Resources, Moscow, ID 83844-1133; Voice: (208) 885-9756; Fax: (208) 885-5534.

1.6 The parties may from time-to-time extend the scope of services and deliverables or omit services and deliverables previously ordered, and the provisions of this Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both parties in order to be effective.

2.0 Fees and Expenses.

2.1 Institution agrees to pay a maximum fee of Three hundred fifteen thousand seven hundred twenty eight and 00/100 dollars (\$315,728.00) for services, out-of-pocket expenses and deliverables rendered by Contractor hereunder, including all amounts already paid.

2.2 The total fee, and any reimbursement for incidental out-of-pocket expenses identified in section 2.4, shall be payable upon completion of the work. An application for payment of fees and expenses, accompanied by proper documentation, including receipts, shall be submitted by Contractor to Institution upon completion of the work, said application to cover and include all fees earned and expenses incurred. Contractor shall be deemed to have waived its right to payment for any fees earned or expenses incurred if not included on the application. Institution reserves the right to require reasonable additional supporting documentation from Contractor. All applications for payment shall be on forms acceptable to or approved by Institution.

2.3 Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Contractor hereunder. Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the payment of income, social security, and other employment taxes for itself and subcontractor(s) of any tier.

2.4 Institution shall reimburse the following out-of-pocket expenses:

- (1) Airplane travel for ___ person(s) (coach only), not to exceed \$___.
- (2) One rental car in an amount not to exceed \$___ per day.
- (3) Lodging for ___ person(s) for ___ night(s) not to exceed \$___ per day.
- (4) Meals for ___ person (s) for ___ day(s) not to exceed \$___ per day.
- (5) Other as follows: see attached

2.5 Fees for services not within the scope of this Agreement shall be at an hourly rate to be negotiated in writing by the parties.

3.0 Term.

The services to be rendered by Contractor under this Agreement shall commence not later than October 1st, 2009, and be completed by September 30, 2010. Time is of the essence for this Agreement. This term may be extended beyond such completion date if Institution agrees to the extension in writing.

4.0 Contractor's Capacity and Responsibilities.

4.1 It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of Institution. Contractor and Contractor's workers are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

4.2 Contractor shall not have the authority to enter into any contract or agreement to bind Institution and shall not represent to anyone that Contractor has such authority.

4.3 Contractor represents and warrants to Institution that in performing the services called for hereunder Contractor will not be in breach of any agreement with a third party.

4.4 In the event that Contractor subcontracts for the services to be provided herein, Contractor shall remain liable for all obligations and commitments under this Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

5.1 Contractor agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to or learned by Contractor during the course of this Agreement unless Contractor has received the prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Contractor at the time of disclosure by Institution, directly or indirectly;

5.1.2 Is or shall become, through no fault of Contractor, available to the general public, or

5.1.3 Is independently developed and hereafter supplied to Contractor by a third party without restriction or disclosure.

5.2 This provision shall survive expiration and termination of this Agreement.

6.0 Property Rights and Reports.

6.1 Contractor agrees that any intellectual property including but not limited to computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Contractor solely, or with others, resulting from the performance of services pursuant to this Agreement is the property of Institution, and Contractor hereby agrees to assign all rights therein to institution. Contractor further agrees to provide Institution with any assistance which Institution may require to obtain patents or copyright registrations, including the execution of any documents submitted by Institution.

6.2 Contractor shall provide five (5) copies of the deliverables to be provided under this Agreement on or before September 30th, 2010. Institution shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms and media now and hereafter known and developed.

6.3 This provision shall survive expiration and termination of this Agreement.

7.0 Suspension or Termination of Contract.

Institution reserves the right to suspend indefinitely or terminate the contract and the services to be rendered by Contractor for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by Institution on the basis of the portion of the total work actually completed up to the time of such termination.

8.0 Indemnification and Hold Harmless.

8.1 Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Contractor.

8.2 Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents from and against any and all costs, losses,

damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance of the Consulting Services, including performance of subcontractor(s) of any tier, except to the extent such are caused by the negligence of Institution.

8.3 This provision shall survive the termination of this agreement.

9.0 Insurance

9.1 General Requirements

9.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 9.0, and to provide Institution with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the Institution within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to Institution prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 9.0. **Exhibit B**, the Request for Certificate of Insurance, provides a list of instructions for the insurance agent or broker of the Contractor and its subcontractor(s) of any tier.

9.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

9.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Institution may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at Institution's option.

9.1.4 All policies shall name Institution as Additional Insured. On the certificate, the Institution shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

9.1.5 Failure of Institution to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

9.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, Institution does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to Institution in this Lease.

9.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an

injury or a claim is received; (b) cooperating completely with Institution in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the Institution from protecting its interests.

9.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

9.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

9.2.2 Commercial Auto Insurance. If applicable, Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

9.2.3 Personal property. If applicable, Contractor and its subcontractor(s) of any tier shall purchase insurance to cover personal property of Contractor and its subcontractor(s) of any tier. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

9.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

9.2.5 Professional Liability. If available generally to members of the professions of Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

10.0 Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such

controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

11.0 Notice.

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 Institution: Vice President for Finance and Administration
University of Idaho
P.O. Box 443168
Moscow, ID 83844-3168
Phone: (208) 885-6174
Fax: (208) 885-5504

With a copy to (University contact):

University of Idaho
P.O. Box 44 ____
Moscow, ID
Phone: (208) 885-____
Fax: (208) 885-____

the Contractor: Collin Bevins
SEM LLC
808 Woodford Street
Missoula, MT 59801

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.

12.0 Entire Agreement; Modification.

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Contractor and an authorized representative of Institution.

13.0 Severability.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum.

Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further

agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

15.0 Paragraph Headings.

The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

16.0 Non-Waiver.

The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

17.0 Assignment.

Contractor may not assign the rights or delegate the obligations under this Agreement without Institution's prior written consent.

18.0 Accounting; Audit.

For a period of three (3) years following completion of the services called for hereunder, Institution or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.

19.0 Nondiscrimination and Affirmative Action.

19.1 Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. The Contractor certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

19.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

19.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

19.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the

Act); Executive Order^o11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

19.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

19.2 The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

20.0 Representations and Warranties.

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has familiarized itself with the local conditions under which this agreement is to be performed.

21.0 Compliance with Rules, Regulations, and Instructions.

Contractor shall follow and comply with all rules and regulations of the Institution and the reasonable instructions of Institution personnel. The Institution reserves the right to require the removal of any worker it deems unsatisfactory for any reason. The duties and responsibilities required under this agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as breach.

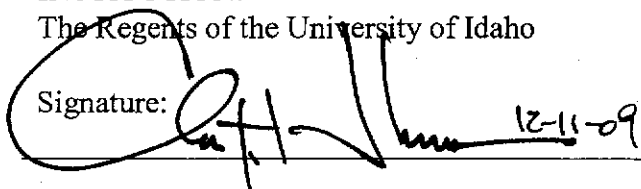
Some provisions of this Agreement may not be applicable, and those sections do not need to be completed by the parties. Please see attached **Exhibit C** for a list of provisions that are specifically excluded from this Agreement and, therefore, have no legal force or effect on the parties signing this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

INSTITUTION:

The Regents of the University of Idaho

Signature:

 12-11-09

Name:

For: Lloyd Mues

Title:

Vice President for Finance & Administration
for the Regents of the University of Idaho

CONTRACTOR:

Signature:



Name (please print):

Collin Bevins

Title:

Managing Member

Date: _____

Date: October 21, 2009

STATEMENT OF WORK

Project Title: National Interagency Fuels Technology Transfer (NIFTT) Work Plan Development

Vendor: Systems for Environmental Management (SEM)

Contract Value: \$315,728.00

Appendix A provides general information about the National Interagency Fuels Technology Transfer (NIFTT) work plan status, tasks for fiscal year 2010, and implications for tasks beyond 2010. The work represents the combined program for SEM, as well as other vendors and federal employees and cooperators.

Appendix B provides the lists of tasks to be accomplished with an assigned lead or co-lead in the third column. SEM is required to deliver the tasks where they have the "assigned lead or co-lead" with "Status/ETA" identified for the fall of 2009 and developmental work needed for tasks to be delivered after the fall of 2009 as specified in the task list. SEM is also required to coordinate and cooperate with other vendors, federal employees, and cooperators where "assigned lead" requires support work or advice and review by SEM.

Through recent weekly conference calls the tasks where SEM has the identified "assigned lead or co-lead" with "Status/ETA" identified for the fall of 2009 and developmental work needed for tasks to be delivered after the fall of 2009 have been negotiated. The estimated value by SEM for time, materials, and related expense is \$315,728.00 with \$25,000.00 of that estimated as costs of travel and supplies. This is acceptable to the University of Idaho and fits within the original estimates developed with the Forest Service in the Joint Venture Agreement. Delivery of these tasks can be modified based on changes in requirements imposed upon SEM by the University of Idaho or the Forest Service. The amount of estimated travel and supplies may also be increased to some extent within the whole contract value or if the estimated amount is not needed can be shifted into salaries.

Completed work will be billed to the University of Idaho on a monthly basis as a percentage of completion of the contract value. In each monthly billing supporting information will be provided as to status of each task that was completed or partially completed, names, contact information, and skill category of each person working on the task, and hours/hourly rate and travel/supplies expended on that task.

APPENDIX A

NIFTT Work Plans – Status and Fiscal Year 2010

August, 2009

National Interagency Fuels, Fire, and Vegetation Technology Transfer (NIFTT)

NIFTT Work Plans – Status and Fiscal Year 2010

August, 2009

Multi-year Objective – develop, maintain, and update a comprehensive curricula of courses, workshops, skill and learning development tools, and helpdesk solutions to support landscape analyses of fuel conditions and associated fire and vegetation dynamics applications that use LANDFIRE and other spatial and non-spatial data.

Fiscal Year 2010 Objective – Maintain user access, upgrade for ArcGIS version and agency Information Technology (IT) requirements, and complete development and helpdesk solutions for a first set of landscape analysis tools, online and workshop trainings, and fire regime condition class guidebook that use LANDFIRE National or Refresh data and enhance integration of local spatial or non-spatial data. This set provides learning pathways and tools focused on developing skills in interpretation of landscape fuel conditions and associated fire behavior, effects, regimes, geospatial applications, and management implications.

I. Learning Tools Work Plan

The resources applied to this work focus on the development of curricula tools that aid users in understanding how to characterize and interpret complex landscape conditions for fuels, associated fire and vegetation dynamics, and download and apply LANDFIRE data or enhance with local data. Tool design and development is integrated with the development of the online and workshop delivery. Primary learning tools for assessing and understanding landscape fuel conditions and associated implications for fire behavior, effects, regimes, and vegetation dynamics include the Fire Behavior Assessment Tool (FBAT), First Order Fire Effects Map Tool (FOFEM_MT), Fire Area Simulator (FARSITE), FireFamilyPlus, Fire Regime Condition Class Map Tool (FRCC_MT) and software application (FRCCSA), ArcGIS analyses of LANDFIRE vegetation layers, and the Vegetation Dynamics Development Tool (VDDT) models. Primary tools for learning to download, investigate, understand, and edit spatial data include the LANDFIRE Data Tool (LFDT), Area Change Tool (ACT), and

Multi-Resource Integration Tool (MRIT). Additional non-spatial applications and geospatial utilities are transferred when needed to enhance an integrated understanding of landscape conditions and dynamics. To simplify the number of tools the FBAT and FOFEM_MT will be replaced by the Wildland Fire Assessment Tool (WFAT) that includes the new FUELCALC map tool.

Tool	Current Version	Proposed Version	Release Date	Release Date	Release Date	Description of Changes/Improvements
Fire Regime Condition Class Mapping Tool (FRCCMT)	2.2.0	3.0.0	Winter 2009	Summer 2010	Winter 2010	Addition of Frequency & Severity equations to FRCC calculations. Updating help utility, tutorial, and user guide.
Fire Regime Condition Class Software Application (FRCCSA)	1.3.2.4	2.0.3.0	Winter 2009	Summer 2010	Winter 2010	Addition of Summarization Unit reports and improvements to the user interface. Updating help utility, tutorial, and user guide.
Area Change Tool (ACT)	3.0.2	3.1.0	Spring 2011	Fall 2011	Spring 2012	Updating workflow to include query-able update capability. Updating help utility, tutorial, and user guide.

Fire Behavior Assessment Tool (FBAT)	1.3.0					Replace with Wildland Fire Assessment Tool (WFAT).
First Order Fire Effects Model Mapping Tool (FOFEMM T)	1.1.0					Replace with Wildland Fire Assessment Tool (WFAT).
Multi-scale Resource Integration Tool (MRIT)	2.1.0	2.2.0	Spring 2010	Fall 2010	Spring 2011	Improve user interface to increase usability. Updating help utility, tutorial, and user guide.
LANDFIRE Data Access Tool (LFDAT)	2.1	2.2.0	Winter 2009	Summer 2010	N/A	Migrate to Arc 9.4, replacing VB6 code, which is not supported in 9.4. Updating help utility, tutorial, and user guide.
Clip and Join Tool	2.0.0					
Join Attributes Tool	3.0.0	3.1.0	Spring 2010	N/A		Join attributes from additional formats.
Project and Join Tool	2.0.0					
Wildland Fire Assessment Tool (WFAT)		2.2.0	Fall 2009	Spring 2010	Fall 2010	Replace FBAT/FOFEMM T, add Mortality and Multi-Raster Reclass Tool. Updating help utility, tutorial, and user guide.

Wildland Fire Assessment Tool (WFAT)	2.3.0	Winter 2010	Summer 2010		Add FuelCalc.
Migrate existing ArcTools to Ar 9.4		Spring 2010	N/A		
Fuel Calc (non-spatial)	2.0	Winter 2010	Summer 2011		Finish development from prototype. Updating help utility, tutorial, and user guide.
First Order Fire Effects (FOFEM) Engine Test Harness (non-spatial)		Fall 2009			Run off same FOFEM engine that WFAT is using.
First Order Fire Effects (FOFEM) (non-spatial)	6.0	Winter 2010	Summer 2011		Run off same FOFEM engine that WFAT is using. Updating help utility, tutorial, and user guide.
LANDFIRE Fuels Mapping Tool	2.0	Summer 2011	Winter 2011		Migrate the prototype tool built for the LANDFIRE effort to a supportable, user friendly, deployable tool. Updating help utility, tutorial, and user guide.

Online and Workshop Courses Work Plan

The resources applied to this area of work focus on the development and delivery of curricula for learning skills in analysis and interpretation of landscape fuel conditions and associated implications for fire, other disturbances, vegetation dynamics, and applications and local enhancement of LANDFIRE data. A priority is given to development of effective methods for online and workshop delivery and associated help to transfer introductory, intermediate, and advanced science and technology. The work is developed in an integrated nature with the programmers of the learning tools to provide a geospatial tool exercise in an applied learning environment. Through this environment and post-curricula experience on local landscapes students gain landscape ecology skills that enhance or enable their abilities to characterize and interpret local conditions and develop solutions to achieving management objectives. This greatly improve their effectiveness at delivering project planning, implementation, and monitoring, as well as developing agency and organization bench strength in landscape ecology and geospatial analysis.

Courses currently available:

Course	Status / ETA
LANDFIRE: Concepts, Data, & Methods	Available online
Fire Regime Condition Class (FRCC) v. 1.3	Available online
Introduction to the 40 Fire Behavior Fuel Models	Available online
Using Fire Behavior Nomographs to Estimate Fire Behavior Characteristics	Available online
GIS Tools for Wildland Fire & Fuels Planning using LANDFIRE Data:	Individual tool lessons added incrementally (see below)
Fire Regime Condition Class Mapping Tool (FRCCMT) lesson	Available online
First Order Fire Effects Model Mapping Tool (FOFEMMT) lesson	In progress. ETA: Summer 2009
Area Change Tool (ACT) lesson	In progress. ETA: Fall 2009
Fire Behavior Assessment Tool (FBAT) lesson	In progress. ETA: Fall 2009
Multi-scale Resource Integration Tool (MRIT) lesson	2010

Courses in Development:

Course	Status / ETA
Introduction to the Fuel Characteristic Classification System (FCCS) v. 2.0	August 2009
Introduction to the Fuel Loading Models (FLMs)	In progress. ETA: Fall 2009
Introduction to Wildland Fire Behavior Modeling	In progress. ETA: Winter 2009/2010

Additional NIFTT products & contributions:

Course / Informational Document	Status / ETA
NIFTT Learning Pathways	Available online incrementally – Fire Regimes Learning Pathway posted, Fire Behavior and Effects in Development, Vegetation Dynamics dependent on LANDFIRE Refresh and LANDFIRE-TNC production
Course: Geospatial Fire Analysis, Interpretation, & Application (S-495) Online Pre-work Modules	Available online (yearly basis)
Document: Using the LANDFIRE Biophysical Settings Model Descriptions	Available online
Document: Fire Behavior and Effects Assessment – A Guide to Understanding and Creating Weather, Wind, & Fuel Moisture Files	Available online (draft version)
Workshop: 438 - Integrated Fuels Planning (basic & advanced components)	2010 – on hold since 2008 due to core instructors involvement in LANDFIRE Refresh
Course: Field Observer (S-244) Online Modules	2010 – In Development in coordination with working group; NIFTT providing framework for online delivery

FRCC Work Plan

The resources applied to this area of work focus on the development and delivery of curricula and learning skills in analysis and interpretation of landscape fire regimes and fire regime condition class (FRCC), as well as maintenance and update of the Interagency Guidebook for consistency with developments in LANDFIRE reference conditions and FRCC science and data. A priority is given to providing rapid updates of guidance and reference conditions for use of the FRCC map tool and standard software application to provide output calculations and maps that represent the most

recent science findings to support FRCC project and landscape analysis. The work is developed in an integrated nature with the programmers of the learning tools and the instructors, editors, and course managers in the courses component to provide both a geospatial and non-spatial tool exercises in an applied learning environment.

Development/Deployment	CCFs
Conduct sensitivity testing for stand FRCC thresholds; develop findings and recommendations	Summer 2009
Incorporate threshold changes to stand CC calculations	Summer 2009
<ol style="list-style-type: none"> 1. Fix current technical problem in mapping tool 2. Create frequency/severity raster creation tool <ol style="list-style-type: none"> a. User-friendly attributing GUI box for freq. and sev. b. Make this savable for new analysis 3. Create mapping tool results summary tool 	Winter 2009
Investigate why online certification course not being completed. Contact FRAMES.	Summer 2009
Develop current frequency and severity table for northern Rocky Mountain region. Hand off to for mapping tool testing.	Summer 2009
Contact TNC for FRCC suggestions	Summer 2009
Update FRCC forms to reflect changes in field names and fields to be deleted	Summer 2009
Revise FRCC Guidebook. <ol style="list-style-type: none"> 1. New methods 2. Re-named fields 3. Deleted fields 4. Updated TOC, glossary, and appendices 	Summer 2009
Resolve existing problem in mapping tool	Summer 2009
Develop and distribute beta of mapping tool	Summer 2009
Present NIFTT and FRCC update plan to NIFCG	Summer 2009
Develop frequency and severity raster creator tool	Summer 2009
Create new mapping tool to include the combined regimes and veg mapping tool	Early 2010
Develop more visually appealing FRCC summary table in mapping tool	Summer 2009
Summarize list of new field names and fields to be deleted	Summer 2009
Update mapping tool summary report to include frequency and severity information	Summer 2009
Determine availability and existence of national HUC 4, 5, 6 layers	Summer 2009
Provide inputs and examples for example study areas	Summer 2009
Begin FRCC user's guide and help files	Summer 2009

Explore use of other assessment area delineations rather than HUCs	Summer 2009
Begin revising the online FRCC offerings (lessons, etc)	Fall 2009
Begin work on FRCCSA user's guide	Winter 2009/2010
Tools beta release, both software app and mapping tool	Winter 2009
FRCC report (first tab) function done in mapping tool	Fall 2009
New or revised logo on all resources	2010
Complete and publish case study or scale implications in FRCC publications	2010
Develop new user guide and help utility	2010
Update fire.org website with new FRCC resources	2010
Release of all FRCC resources	Spring 2010
Finish FRCC mapping tool to incorporate summary tools for hierarchical assessment areas <ul style="list-style-type: none"> Explore using shape files to delineate subdivisions such as RDs, mgmt areas, FWAs/FMU/FMP, etc. 	Fall 2010

NIFTT Helpdesk

Provide fast and efficient help to users of NIFTT, LANDFIRE, & FRCC tools and trainings	Ongoing
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Appendix B

Listing of Tasks for Fiscal Year 2010

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
0	NIFTT Leadership	Jones, Havlina, Keane, Iverson, Schon, Hann	NIFTT management	Ongoing - Fall 2009 through Summer 2010	Day-to-day decisions on task deliverable modifications, procurement priorities, and user support.
1	Course	Schon, Hann, SEM, Barrett, Acadia West	LANDFIRE: Concepts, Data, & Methods	Available online-update 2010	Teaches basics of LANDFIRE including how to download; does not teach FLM or FCCS or application tools
2	Course	Barrett	Fire Regime Condition Class (FRCC) v. 1.3	Available online- update 2010	Teaches methods & mgt implications for fire regimes and condition classes in Interagency Guidebook & LANDFIRE
3	Course	Scott	Introduction to the 40 Fire Behavior Fuel Models	Available online- no update required	Teaches Scott & Burgan fuel models
4	Course	Scott	Using Fire Behavior Nomographs to Estimate Fire Behavior Characteristics	Available online- no update required	Teaches Scott & Burgan process for nomographs
5	Course	Hann, SEM	Introduction to Wildland Fire Behavior Modeling	In progress. ETA: Fall 2009	Basics of surface and canopy fire behavior; adapted from S-495 materials & BEHAVE help & tutorials
6	Course	SEM	Introduction to the Fuel Characteristic Classification System (FCCS) v. 2.0	Available online - may need update to respond to feedback - Spring 2010	Not taught in basic LANDFIRE course- inputs for FOFEM, other fire effects modeling, and smoke modeling
7	Course	SEM	Introduction to the Fuel Loading Models (FLMs)	In progress. ETA: Winter 2010	Not taught in basic LANDFIRE course- inputs for FOFEM, other fire effects modeling, and smoke modeling
8	Course	Schon	GIS Tools for Wildland Fire & Fuels Planning using LANDFIRE Data	Individual tool lessons added incrementally (8.1-8.5)	Teaches spatial evaluation using LANDFIRE or local data inputs. Coordination of lessons.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
8.1	Course	Barrett, SEM	Fire Regime Condition Class Mapping Tool (FRCCMT) lesson	Available online- may need update to respond to feedback - Spring 2010	Fire regimes and condition class spatial applications
8.2	Course	SEM	First Order Fire Effects Model Mapping Tool (FOFEMMT) lesson	In progress. ETA: Fall 2009	Fire effects (consumption, heating, smoke, mortality) spatial applications
8.3	Course	Schon, Hann	Fire Behavior Assessment Tool (FBAT) lesson	In progress. ETA: Winter 2010	Fire behavior (spread, intensity, crown fire) spatial applications
8.4	Course	Acadia West, Hann, SEM	Area Change Tool (ACT) lesson	In progress. ETA: Winter 2010	Editing and updating data or changing based on treatment or disturbance
8.5	Course	McNicol, Acadia West, SEM	Multi-scale Resource Integration Tool (MRIT) lesson	In progress. ETA: Winter 2010	Spatial prioritization based on inputs (behavior, effects, condition class, WUI, wildlife, etc.)- simplified EMDS
9	Course	Schon, SEM	Course: Geospatial Fire Analysis, Interpretation, & Application (S-495)	Pework available online (yearly basis) - ETA Winter 2010	Online and editing support to cadre'in return for use of their prework materials in NIFTT online courses
10	Course	Schon, SEM	Course: Field Observer (S-244)	Pework to be available online (yearly basis) - Winter 2010	Online and editing support to cadre'in return for use of their prework materials in NIFTT online courses
11	Course	Barrett, SEM	Document: Using the LANDFIRE Biophysical Settings (BPS) Model Descriptions	Available online - no update required	Teaches use of BPS descriptions for evaluating mgt implications and designing treatments or mgt options
12	Course	Hann, Pence	Document: Fire Behavior and Effects Assessment - A Guide to Understanding and Creating Weather, Wind, & Fuel Moisture Files	Available online- update Winter 2010	Teaches use of various weather data and analysis systems to develop appropriate inputs for fire behavior and effects models for landscape assessment, incidents, or projects
13	Course	Schon, SEM	NIFTT Learning Pathways	Available online incrementally - Spring 2010	FRAMES blackboard function to step students from basics to advanced for specialty areas: fire regimes, fire behavior, fire effects, or geospatial landscape analysis. Coordination and FRAMES management.
14	Course	Schon	Workshops	Available as scheduled	Various workshops that require face-to-face teaching & learning
14.1	Course		Workshop: Integrated Fuels Planning (basic & advanced components)	Materials developed - workshops on hold	Teaches concepts of Identify, Analyze, Prioritize, Change, & Evaluate w/ tool exercises and LANDFIRE Data

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
14.2	Course	Barrett, SEM, DeMeo	Workshop: Technical Fire Management (TFM) Module - LANDFIRE & Geospatial Tools for Fuels Planning	Materials developed - October 2009 delivery	1 day session in TFM teaching LANDFIRE data and application tools
14.3	Course	Barrett, SEM, DeMeo	Workshop: Continuing Ed in Ecosystem Mgt (CEEM) Module - LANDFIRE & Geospatial Tools for Fuels Planning	Materials developed - April 2010 delivery	1 day session in CEEM teaching LANDFIRE data and application tools
15	FRCC	Havlina, Jones	Revise FRCC Guidebook.	Responds to feedback from field personnel - ETA Fall 2009	Interagency Guidebook used by field personnel to determine FRCC and by LANDFIRE for mapping FRCC. Coordination.
15.1	FRCC	Barrett, SEM	1. Revised methods	Complete except for minor edits/updates - ETA Fall 2009	Methods account for both landscape and stand level condition fire regime and condition class based on veg/fuel departure and on fire frequency/severity departure
15.2	FRCC	Barrett, SEM	2. Re-named fields	Complete except for minor edits/updates - ETA Fall 2009	
15.3	FRCC	Barrett, SEM	3. Deleted fields	Complete except for minor edits/updates - ETA Fall 2009	
15.4	FRCC	Barrett, SEM	4. Updated TOC, glossary, and appendices	Complete except for minor edits/updates - ETA Fall 2009	
15.5	FRCC	Barrett, SEM	Summarize list of new field names and fields to be deleted	Complete except for minor edits/updates - ETA Fall 2009	
15.6	FRCC	Barrett	Conduct sensitivity testing for stand FRCC thresholds; develop findings and recommendations	In progress: ETA Fall 2009	Responds to feedback from field relative to lack of sensitivity of CC2 for field projects and FRCC Mapping Tool
15.7	FRCC	Barrett, SEM	Incorporate threshold changes to stand CC calculations	In progress: ETA Fall 2009	
15.8	FRCC	Barrett	Contact TNC for FRCC suggestions	In progress: ETA Fall 2009	
15.9	FRCC	Barrett, SEM	Update FRCC forms to reflect changes in field names and fields to be deleted	Complete except for minor edits/updates - ETA Fall 2009	
16	FRCC	SEM	Resolve existing problems in FRCC mapping tool	Complete except for minor fixes - ETA Fall 2009	Respond to feedback from field relative to items that can be fixed in near-term
16.1	FRCC	SEM	Finish FRCC mapping tool to incorporate summary tools for hierarchical assessment areas	Complete except for minor fixes - ETA Fall 2009	

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
16.2	FRCC	SEM	Develop more visually appealing FRCC summary table in mapping tool	Complete except for minor fixes - ETA Fall 2009	
16.3	FRCC	SEM	FRCC report (first tab) function done in mapping tool	Complete except for minor fixes - ETA Fall 2009	
16.4	FRCC	Barrett, SEM	Develop updated user guide and help utility	In progress: ETA Fall 2009 - ETA Fall 2009	
17	FRCC	SEM, Barrett	Create new FRCC mapping tool to include the combined regimes and veg mapping tool - ETA Spring 2010	ETA for version 1.01 - Spring 2010	Responds to feedback from field relative to lack of fire freq/severity departure in FRCC Map Tool & LANDFIRE mapping
17.1	FRCC	SEM	1. Develop frequency and severity raster creator tool	In progress: ETA Winter 2010	
17.2	FRCC	SEM	2. Create frequency/severity raster creation tool	In progress: ETA Winter 2010	
17.21	FRCC	SEM	a. User-friendly attributing GUI box for freq. and sev.	In progress: ETA Winter 2010	
17.23	FRCC	SEM	b. Make this savable for new analysis	In progress: ETA Winter 2010	
17.3	FRCC	SEM	Update FRCC mapping tool summary report to include frequency and severity information	In progress: ETA Winter 2010	
17.3	FRCC	SEM	3. Create mapping tool results summary tool	In progress: ETA Winter 2010	
17.4	FRCC	SEM	Develop and distribute beta of mapping tool	ETA Spring 2010	
17.5	FRCC	Barrett, SEM	Begin FRCC user's guide and help files	ETA Spring 2010	
17.6	FRCC	Schon, Barrett, SEM	Begin revising the online FRCC offerings (lessons, etc)	ETA Summer 2010	
17.7	FRCC	Barrett, Acadia West, SEM	Provide inputs and examples for example study areas	ETA Summer 2010	

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
18	FRCC	Acadia West, SEM	Determine availability and existence of national HUC 4, 5, 6 layers	In progress: ETA Winter 2010	Responds to feedback from field relative to being forced to use HUCs or LANDFIRE Map Zones
18.1	FRCC	Barrett	Complete and publish case study or scale implications in FRCC publications	In progress: ETA Winter 2010	
18.2	FRCC	Acadia West, Barrett	Explore use of other assessment area delineations rather than HUCs	In progress: ETA Winter 2010	
18.3	FRCC	Acadia West, Barrett	Explore using shape files to delineate subdivisions such as RDs, mgmt areas, FWAs/FMU/FMP, etc.	In progress: ETA Winter 2010	
19	FRCC	Barrett, SEM	Begin work on FRCC SA user's guide	In progress: ETA Winter 2010	
20	FRCC	SEM	Tools beta release, both software app and mapping tool	In progress: ETA Winter 2010	
21	FRCC	SEM	Update fire.org website with new FRCC resources	In progress: ETA Winter 2010	
22	FRCC	Schon, SEM	Release of all FRCC resources	In progress: ETA Summer 2010	
23	FRCC	Schon, FRAMES, SEM	Investigate why online certification course not being completed.	In Progress: Fall 2009	
24	FRCC	Schon, FRAMES, SEM	New or revised logo on all resources	In progress: ETA Summer 2010	
25	FRCC	Barrett, SEM	Develop current frequency and severity table for northern Rocky Mountain region. Hand off to for mapping tool testing.	In progress: ETA Spring 2010	
26	Learning Tool	Schon, Axiom, SEM	LANDFIRE Data Access Tool (LFDAT)	FY 2010; High priority to release as close as possible behind release of arcGIS 9.4	Migrate to Arc 9.4; replacing VB6 code, which is not supported in 9.4. Updating help utility, tutorial, and user guide.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
27	Learning Tool	SEM	Clip and Join Tool	Released - update based on user input - Winter 2010	When download data from web or LFDAT it comes in a square; use this tool to clip to unit or project boundaries & rejoin attributes
28	Learning Tool	SEM	Join Attributes Tool	Released - update based on user input - Winter 2010	Join attributes from additional formats.
29	Learning Tool	SEM	Project and Join Tool	Released - update based on user input - Winter 2010	When download data from web or LFDAT comes in a projection that is not useful for small landscapes or projects. This tool changes the projection and rejoins the attributes
30	Learning Tool	SEM, Barrett	Fire Regime Condition Class Mapping Tool (FRCCMT)	Released - update based on user input - Winter 2010	Addition of Frequency & Severity equations to FRCC calculations. Updating help utility, tutorial, and user guide.
31	Learning Tool	SEM, Barrett	Fire Regime Condition Class Software Application (FRCCSA)	Released - update for changes in guidebook methods - Winter 2010	Addition of Summarization Unit reports and improvements to the user interface. Updating help utility, tutorial, and user guide.
32	Learning Tool	SEM	Fire Behavior Assessment Tool (FBAT)	Released - update based on user input - Winter 2010	Replace with Wildland Fire Assessment Tool (WFAT) by Summer 2010.
33	Learning Tool	SEM, Axiom, FMI	First Order Fire Effects Model Mapping Tool (FOFEMMT)	Released - update based on user input - Winter 2010	Replace with Wildland Fire Assessment Tool (WFAT) by Summer 2010.
34	Learning Tool	SEM, Axiom, FMI	Wildland Fire Assessment Tool (WFAT)	In progress: ETA Summer 2010	Replace FBAT/FOFEMMT; add Mortality. FuelCalc, Burn Severity, and Multi-Raster Reclass Tool. Updating help utility, tutorial, and user guide.
34.1	Learning Tool	SEM, Axiom, Scott	Wildland Fire Assessment Tool (WFAT)	In progress: ETA Spring 2010	Add FuelCalc.
34.11	Learning Tool	SEM, Axiom, Scott	Fuel Calc (non-spatial)	In progress: ETA Spring 2010	Finish development from prototype. Updating help utility, tutorial, and user guide.
34.2	Learning Tool	SEM, Axiom, Scott, FMI	First Order Fire Effects (FOFEM) (non-spatial)	In progress: ETA Spring 2010	Run off same FOFEM engine that WFAT is using. Updating help utility, tutorial, and user guide.
34.21	Learning Tool	SEM, Axiom, Scott, FMI	First Order Fire Effects (FOFEM) Engine Test Harness (non-spatial)	In progress: ETA Spring 2010	Run off same FOFEM engine that WFAT is using.
35	Learning Tool	SEM, Acadia West	Area Change Tool (ACT)	Released - update based on user input - Winter 2010	Updating workflow to include query-able update capability. Updating help utility, tutorial, and user guide.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
36	Learning Tool	SEM, McNicoll, Acadia West	Multi-scale Resource Integration Tool (MRIT)	Released - update based on user input - Winter 2010	Improve user interface to increase usability. Updating help utility, tutorial, and user guide.
37	Learning Tool	SEM, Acadia West	Migrate existing ArcTools to Arc 9.4	In progress: ETA Fall 2009-Spring 2010	ArcGIS 9.4 changes usually cause some glitches in application tools. These require fixes.
38	Learning Tool	Jones, Hann, TNC, ESSA, SEM, LANDFIRE O&M	LANDFIRE Futuring Tool (LFFT?; acronym undecided)	In progress: ETA dependent on LANDFIRE Refresh GeoArea schedule. Start GeoArea Versions Winter 2010 - Fall 2011.	Spatial futuring tool generated from LANDFIRE Refresh transition, disturbance, and treatment data. In development by TNC and ESSA.
39	Learning Tool	Jones, Hann, SEM, LANDFIRE O&M	LANDFIRE Fuels Mapping Tool	LANDFIRE Refresh should finish for SE by Fall 2010. Start GeoArea Versions Winter 2010 - Fall 2011.	High demand from field personnel that have attended LF fuels calib. Migrate the prototype tool built for the LANDFIRE effort to a supportable, user friendly, deployable tool. Updating help utility, tutorial, and user guide.
40	Learning Tools	Jones, Hann, SEM, LANDFIRE O&M, FMI, Acadia West, Axiom	LANDFIRE Update Tools	LANDFIRE Refresh should finish for SE by Fall 2010. Start GeoArea Versions Winter 2010 - Fall 2011.	Vegetation Transition Tool and other tools built by LANDFIRE O&M that can be used at GeoArea or locally to update LANDFIRE vegetation layers or improve accuracy.
41	NIFTT helpdesk	Schon, Jones, Havlina, Hann, SEM, Acadia West, Barrett, FMI, TNC, LANDFIRE O&M	Provide fast and efficient help to users of NIFTT, LANDFIRE, & FRCC tools and trainings	Ongoing - Fall 2009 through Summer 2010	Usually respond to email, web, or phone help requests within 1 business day. Some help request require fixes, remote service/support, or service/support visits.

Num	Deliverable	Assigned Lead or Co-lead	Description	Status / ETA	Description
42	NIFTT information & website mgt	Schon, SEM, FRAMES	Provides information to guide users	Ongoing - Fall 2009 through Summer 2010	Current information on NIFTT projects, LANDFIRE projects, online courses, workshops, help, download of learning tools, and other pertinent information.
43	NIFTT and cooperator testing & feedback	Schon, Jones, Havlina, Hann, SEM, Acadia West, Barrett, FMI, TNC, LANDFIRE O&M	Provides information to technology development & transfer cooperators.	Ongoing - Fall 2009 through Summer 2010	Provide review & testing of NIFTT & cooperator analysis processes, learning materials, & learning tools.

EXHIBIT B

Not Applicable Provisions

Section 9: Insurance is deleted in its entirety and replaced with:

9.0 Insurance: Contractor is an independent contractor and shall not be covered by Institution's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work contracted for, and for procuring such insurance for itself, and shall procure all insurance required by law. In regards to Workers Compensation, Contractor's coverage shall be in accordance with Idaho law, and Contractor shall maintain Employer's Liability with limits of not less than \$100,000/\$500,000/\$100,000 and shall mail a Certificate of Insurance to University of Idaho, Risk Management, PO Box 443162, Moscow, Idaho 83844-3162 within seven (7) days of signing the contract. Failure of Institution to demand such certificate shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.

Exhibit B

Request for Certificate of Insurance to be sent to University of Idaho
RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.
CERTIFICATE RECEIVED WITHOUT THIS SHEET WILL NOT BE APPROVED.

Contractor (Insured) is required to carry the types and limits of insurance shown in this Request, and to provide the University of Idaho with a Certificate of Insurance within 7 days of the signing of the contract.

- Certificate Holder shall read:
 State of Idaho and the Regents of the University of Idaho
 Attn: Risk Management
 P.O. Box 443162
 Moscow, ID 83844-3162
- Description area of certificate shall read: "Contracting Agreement with [Insert Named Insured]"
- All certificates shall provide for thirty (30) days' written notice to University prior to cancellation or material change of any insurance referred to therein.
- All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as an Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of the University to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Institution's option.
- By requiring this insurance, University does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

Required Insurance Coverage. Contractor shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella / Excess Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an Contractor contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. If applicable, Contractor shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Personal property. If applicable, Contractor shall purchase insurance to cover Contractor's personal property. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.
- Workers' Compensation. Contractor shall maintain all coverage statutorily required of the Contractor, and coverage shall be in accordance with the laws of Idaho. Contractor shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If available generally to members of the Contractor's profession, Contractor shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Cary Salonen, Risk Management Officer, Institution of Idaho.
 PH (208) 885-7177. FAX (208) 885-9490
 csalonen@uidaho.edu

EXHIBIT C

Not Applicable Provisions

Section 9: Insurance is deleted in its entirety and replaced with:

9.0 Insurance: Contractor is an independent contractor and shall not be covered by Institution's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work contracted for, and for procuring such insurance for itself, and shall procure all insurance required by law. In regards to Workers Compensation, Contractor's coverage shall be in accordance with Idaho law, and Contractor shall maintain Employer's Liability with limits of not less than \$100,000/\$500,000/\$100,000 and shall mail a Certificate of Insurance to University of Idaho, Risk Management, PO Box 443162, Moscow, Idaho 83844-3162 within seven (7) days of signing the contract. Failure of Institution to demand such certificate shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.



IDAHO STATE BOARD OF EDUCATION

650 W. State Street P.O. Box 83720 Boise, ID 83720-0037

208/334-2270 FAX: 208/334-2632

e-mail: board@osbe.idaho.govwww.boardofed.idaho.gov

December 2, 2009

Lloyd Mues
Vice President for Finance & Administration
Administration Building, Room 211
PO Box 443168
University of Idaho
Moscow, ID 83844-3168

RE: Purchase of Professional Services

Dear Lloyd;

This letter is in response to your November 25, 2009 request for approval for the purchase of professional services from Systems for Environmental Management related to the Landscape Fire and Resource Management Planning Tools Project (LANDFIRE) for a total cost of \$315,728.

The State Board of Education requires approval for the purchase of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000). Staff has reviewed the above request, and pursuant to the authority delegated to the Executive Director under Board Policy V.I.3.a., this correspondence will confirm authorization to proceed with this purchase as requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Rush".

Mike Rush
Executive Director

attachment
MR/mec

LANDFIRE also known as the Landscape Fire and Resource Management Planning Tools Project, is a five-year, multi-partner project producing consistent and comprehensive maps and data describing vegetation, wildland fuel, and fire regimes across the United States. It is a shared project between the wildland fire management programs of the U.S. Department of Agriculture Forest Service and U.S. Department of the Interior.

Based on the cost proposed by SEM, LLC, the price for this service is considered fair and reasonable. SEM, LLC is considered a responsible proposer.

This purchase request has been processed in accordance with the State Board of Regents policies and procedures, as well as University policies and procedures.

The University of Idaho

Approved By: Clay E. Mues

Date: 11/25/09

The Regents of the University of Idaho

Approved By: Mike Steed

Date: 12-3-09



Request for Executive Director of Board of Regents Approval
for Purchases between \$250,000 and \$500,000

Date:	November 25, 2009
Requisition No.:	R0015000
Department:	College of Natural Resources

ACTION:

This is a request to purchase LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). This purchase has been requested by Greg Gollberg of the College of Natural Resources.

BUDGET IMPACT:

The total cost of this purchase is \$315,728.00. It will be charged to budget number GNK133.

PROCUREMENT METHOD:

This is a sole source purchase request. Listed below is additional information:

The contractor Systems for Environmental Management (SEM) are uniquely qualified in terms of staff and skill set to complete the statement of work 2009-2010. Much of the work is the ongoing development of training materials and tools (e.g., Fire Regime Condition Class Mapping Tool, Fire Regime Condition Class Software Application, Area Change Tool, Wildland Fire Assessment Tool, First Order Fire Effects Monitoring Tool, and LANDFIRE Fuels Mapping Tool) that they have been engaged with for several years. Their involvement with maintaining, modifying, and improving these tools plus their engagement with parallel efforts to train wildland fire professionals on the use of these tools is critical to the success of the project.

The FRAMES program and personnel from CNR have worked with the National Interagency Fuels, Fire and Vegetation Technology Transfer (NIFTT) group since it was organized in 2003. We host their website at www.nifftt.gov. NIFTT is sponsored by the National Interagency Fuels Coordination Group (NIFCG) (see <http://www.nifc.gov/fuels/overview/nifcGroup.html>) and LANDFIRE.

NIFCG was established under the guidance and direction of the Fire Directors of the Bureau of Land Management, the Bureau of Indian Affairs, the National Park Service, USDA Forest Service, and the Fish and Wildlife Service; the Chief of the Forest Service, and the Directors of the named Department of the Interior (DOI) Bureaus and the Deputy Commissioner of the Bureau of Indian Affairs.

University of Idaho

Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202
208-885-6116
208-885-6060 FAX

DATE: November 25, 2009

TO: Jana Stotler, Controller
Business & Accounting Services

FROM: Christopher Johnson, Director
Contracts & Purchasing Services

SUBJECT: Request for Approval from Executive Director of Board of Regents

Please find attached a request to solicit approval from the Executive Director of the Board of Regents for the purchase of LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). This purchase has been requested by Greg Gollberg of the College of Natural Resources.

If this purchase meets your approval, please forward the request to Lloyd Mues.

No further action will be taken by Purchasing Services until approval is given. If you have any questions, please call me at (208) 885-6126, fax to (208) 885-6060, or e-mail cjohnson@uidaho.edu.

Thank you for your assistance.

Approved: Jana Stotler

Date: 11/25/09

DATE: November 25, 2009

TO: Lloyd Mues, Vice President
Division of Finance and Administration

FROM: Jana Stotler, Controller
Business & Accounting Services

SUBJECT: Request for Approval from Executive Director of Board of Regents

Please find attached a request to solicit approval from the Executive Director of the Board of Regents for the purchase of LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). This purchase has been requested by Greg Gollberg of the College of Natural Resources.

Purchasing Services will hold this request until approval is given.

If you have any questions, please call me at 885-6530.

Thank you for your assistance.

Matt Freeman

From: Mues, Lloyd [lmues@uidaho.edu]
Sent: Monday, November 30, 2009 1:12 PM
To: Matt Freeman
Cc: Stotler, Jana
Subject: RE: Executive Director Approval

Matt,

The source of funds is a grant from the USDA.
 Presently there is approximately \$510K remaining in the account.

Should be good to go.

Lloyd

From: Matt Freeman [mailto:Matt.Freeman@osbe.idaho.gov]
Sent: Monday, November 30, 2009 8:58 AM
To: Mues, Lloyd
Subject: RE: Executive Director Approval

Lloyd,

Before I send this on to Mike for his approval, I wanted to check with you on what the fund source(s) is for this purchase.

Thanks,
 Matt

From: Eisinger, Debra [mailto:DEBBIEE@uidaho.edu]
Sent: Wednesday, November 25, 2009 3:17 PM
To: Tracie L. Bent
Cc: Matt Freeman
Subject: Executive Director Approval

Good afternoon ~

Attached is a request for Executive Director approval for the purchase of LANDFIRE (Landscape Fire and Resource Management Planning Tools Project). If you have any questions, please let me know. Thanks so much.

Debbie

Debbie Eisinger
 Executive Assistant to the Vice President
 Division of Finance and Administration
 University of Idaho
 PO Box 443168
 Moscow, Idaho
 208-885-6174

**AMENDMENT NUMBER 2 TO THE UNIVERSITY OF IDAHO
SERVICE CONTRACT NUMBER 2010-343**

This Amendment (the "Amendment") is made and entered into, effective as of February 10, 2010 (the "Effective Date"), by and between SEM, LLC (hereinafter called "the Contractor"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to Contract Number 2010-343 (hereinafter called "the Agreement). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will supersede the terms of the original Agreement and will be controlling. The term "Agreement," as used herein, will collectively refer to Contract Number 2010-343 as modified by this superseding Amendment.

1.1 FEES and EXPENSES

Section 2.1 is amended to read in its entirety as follows:

The initial funding for this contract has been received by the Institution in the amount of Three hundred fifteen thousand seven hundred twenty eight and 00/100 dollars (\$315,728). A second funding for this contract has been received by the Institution in the amount of Three hundred sixty-seven thousand four hundred ninety-nine and 20/100 dollars (\$367,499.20). A third funding for this contract is anticipated but not yet received by the Institution, the amount of which is anticipated to be in the general range of the first and second funding amounts.

The Institution agrees to pay a maximum fee not to exceed the total of the funding described above, actually received by the Institution, for services, out-of-pocket expenses and deliverables rendered by Contractor hereunder. No services shall be performed, expenses incurred, or deliverables rendered hereunder until the Institution has confirmed in writing, signed by the Director of Contracts and Services, and delivered to Contractor, that funds necessary for payment have been received by the Institution.

3.0 Term.

Section 3.0 is amended to add the following language:

The initial funding term of this contract shall commence not later than October 1st 2009. The maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this initial term shall not exceed the initial funding commitment therefore, received by the University, in the amount of Three hundred fifteen thousand seven hundred twenty eight and 00/100 dollars (\$315,728.00).

A second funding term of this contract, for continuation of the services to be rendered by Contractor under this Agreement, shall run from February 1, 2010 to May 31, 2010. The maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this second term shall not exceed the second funding commitment therefore, received by the University, in the amount of Three hundred sixty-seven thousand four hundred ninety-nine and 20/100 dollars (\$367,499.20).

A third funding term of this contract, for continuation of the services to be rendered by Contractor under this Agreement, is anticipated to run from June 1, 2010 to September 30, 2010. The maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this third term shall not exceed the third funding commitment therefore to be received by the University. The third funding term of this contract is expressly contingent upon receipt by the University of the committed funds, and the maximum total of services rendered, out-of-pocket expenses incurred and deliverables rendered during this third term shall not exceed the actual amount of the third funding commitment received by the University. Work under the third term of this contract shall not commence until and after the University has notified the Contractor in a writing signed by the Director of Contracts and Purchasing Services, that such third funding commitment has been received and setting forth the full amount of such third funding commitment.

12 ENTIRE AGREEMENT

This Amendment along with the original Service Contract Number 2010-343 as amended constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this Amendment is February 10, 2010.

For the Regents of the
UNIVERSITY OF IDAHO

SEM, LLC

Signature

Christopher P. Johnson

Director, Contracts and Purchasing Services

Date

Signature

Name

Title

Date

CONSENT AGENDA
APRIL 22, 2010

SUBJECT

Public School Facilities Cooperative Funding Program – Plummer-Worley School District #44: District Supervisor Report

REFERENCE

February 2010

Appointment of District Supervisor

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-909

BACKGROUND/DISCUSSION

At the February 2010 meeting, the Board asked that they be kept informed of progress on the construction of the PK-6 school in Plummer-Worley School District #44. The District Supervisor is now under contract and the project is moving forward. There have been a number of initial meetings with various groups including the District Board of Trustees, the District administration, the State Panel, the Department of Building Safety, City of Plummer officials, and the architectural firm. In addition, a draft schedule, a draft budget, and internal fiscal guidelines have been developed. Other activities include initial site assessment activities, the development of educational specifications, and the first steps in schematic design. Potential sub-consultants to the architectural firm are being reviewed and a value engineering team is being assembled.

ATTACHMENTS

Teater Consulting, LLC Monthly Report

Page 3

STAFF COMMENTS

This is the first monthly report that the District Supervisor will be providing on the status of the Plummer-Worley School construction project. Since the project is just starting, there were no expenditures to report. Next month's report will include a financial report.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

**CONSENT AGENDA
APRIL 22, 2010**

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Educational Specialists

March 31, 2010

Dr. Mike Rush, Executive Director
 Idaho State Board of Education
 Len B. Jordan Building
 650 W. State Street
 Boise, ID 83720-0095

Dr. Rush,

The project to build a PK-6 elementary school for the Plummer-Worley School District is moving forward as planned – on schedule and within budget. A number of activities have occurred or are underway in the planning phase of the project:

03-02-10	Establishment of working relationships with District leaders
03-03-10	Development of enrollment projections for District
03-05-10	Determination of architect selection compliance by David Rogers, District Counsel
03-09-10	Order issued to begin site assessment procedures
03-12-10	Establishment of financial fund and accounting structure in District
03-15-10	Finalization of work plan and contract
03-17-10	Development of preliminary project schedule
03-17-10	Development of preliminary project budget
03-19-10	Establishment of OSBE and SDE fiscal reimbursement guidelines
03-23-10	Draft educational specifications delivered to ALSC Architects
03-25-10	Agreement in principle reached with ALSC regarding architectural contract
03-26-10	Value engineering team leader identified and list of required documents provided
03-29-10	Initial contact with Tribe regarding historical review
03-31-10	Monthly progress report submitted

Our firm has participated in a number of meetings to keep the project on schedule. (In addition to the meetings listed below, there have been numerous meetings by phone and conversations via email.) Listed below is a brief summary of the key meetings:

02-26-10	Project start-up meeting with Dr. Mike Rush
03-02-10	Project start-up meeting with Judi Sharrett and District team
03-05-10	Internal start-up meeting for Teater Consulting
03-08-10	PWSD Board of Trustees regular monthly meeting
03-09-10	Preliminary meeting with Project Team (including ALSC Architects)
03-10-10	Educational specification workshops begin
03-11-10	Meeting with Dr. Mike Rush and Facilities Panel
03-18-10	Meeting with State Building Safety officials and City of Plummer Mayor
03-23-10	Project Team meeting

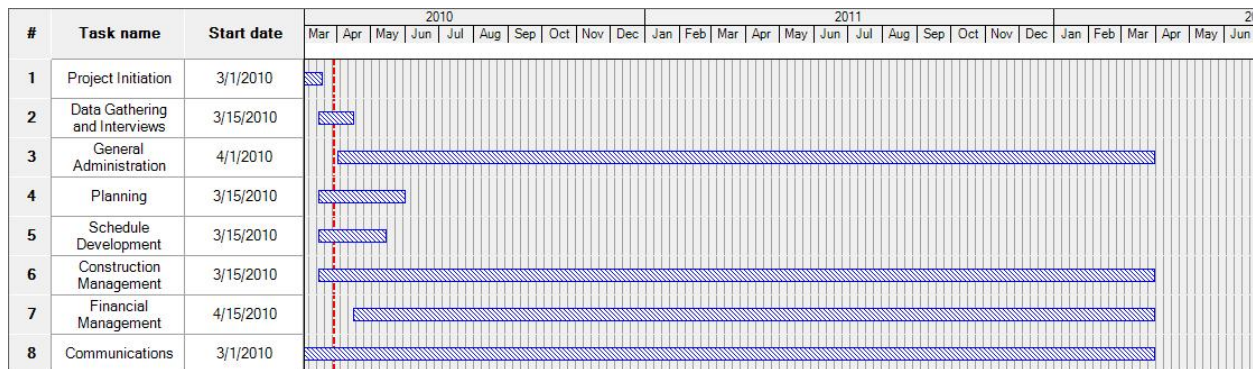
8128 N. Stone Haven Dr.
 Hayden, ID 83835
 208-818-0357
 daveteater@verizon.net

Dr. Mike Rush
 Page 2
 March 31, 2010

Some other activities of note included:

- 03-01-10 Initial contact with local newspaper reporter
- 03-16-10 Attended State Board of Education Hearing in Worley re: annexation petition
- 03-18-10 Initial contact with PIO for State Building Safety
- 03-25-10 Agendas developed for PWSD Facilities Planning Committee and PTO meeting
- 03-29-10 District web site developed for construction project

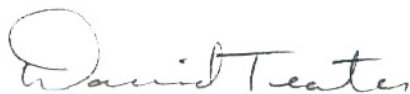
The red line on the following work plan schedule indicates today's date in relation to the work plan schedule.



Since we are just starting the project, there were no expenditures this last month. Next month's report will include a financial report.

This pretty much wraps up this month's progress report. Please call if you have questions.

Sincerely



David Teater
 Teater Consulting, LLC

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 22, 2010

SUBJECT

Northern Idaho Consortium for Higher Education (NICHE)
Local Operations Committee – Summary Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. Program Approval and Discontinuance
Idaho State Board of Education Governing Policies and Procedures, Section III.Z. Delivery of Postsecondary Education

BACKGROUND/DISCUSSION

The Northern Idaho Consortium for Higher Education (NICHE) is a collaborative effort formed by agreement among the University of Idaho (UI), North Idaho College (NIC), Idaho State University (ISU), Boise State University (BSU), and Lewis-Clark State College (LCSC) to meet educational needs in Northern Idaho.

The Local Operations Committee (LOC) consisting of representatives from each institution has provided a progress report highlighting this year's activities. Some highlights include implementation of IdahoGoes!, a marketing-based effort to increase educational attainment. Accomplishments include creation of 14+ marketing initiatives, coordination of advertisements, and coordination of outreach efforts.

The LOC also reorganized staff due to budget cuts this year. A program coordinator position was eliminated, and a Student Service Task Force was formed to help coordinate services and opportunities for students. The LOC will also be looking into a Statewide College Access Network with partners such as Albertsons Foundation and GEAR UP.

ATTACHMENTS

Attachment 1 – NICHE Summary Report (Powerpoint)

Page 3

BOARD ACTION

A motion to accept the Northern Idaho Consortium for Higher Education (NICHE) Local Operations Committee Summary Report.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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2009-2010

**North Idaho Consortium
for Higher Education**

Annual Report

Local Operations Council

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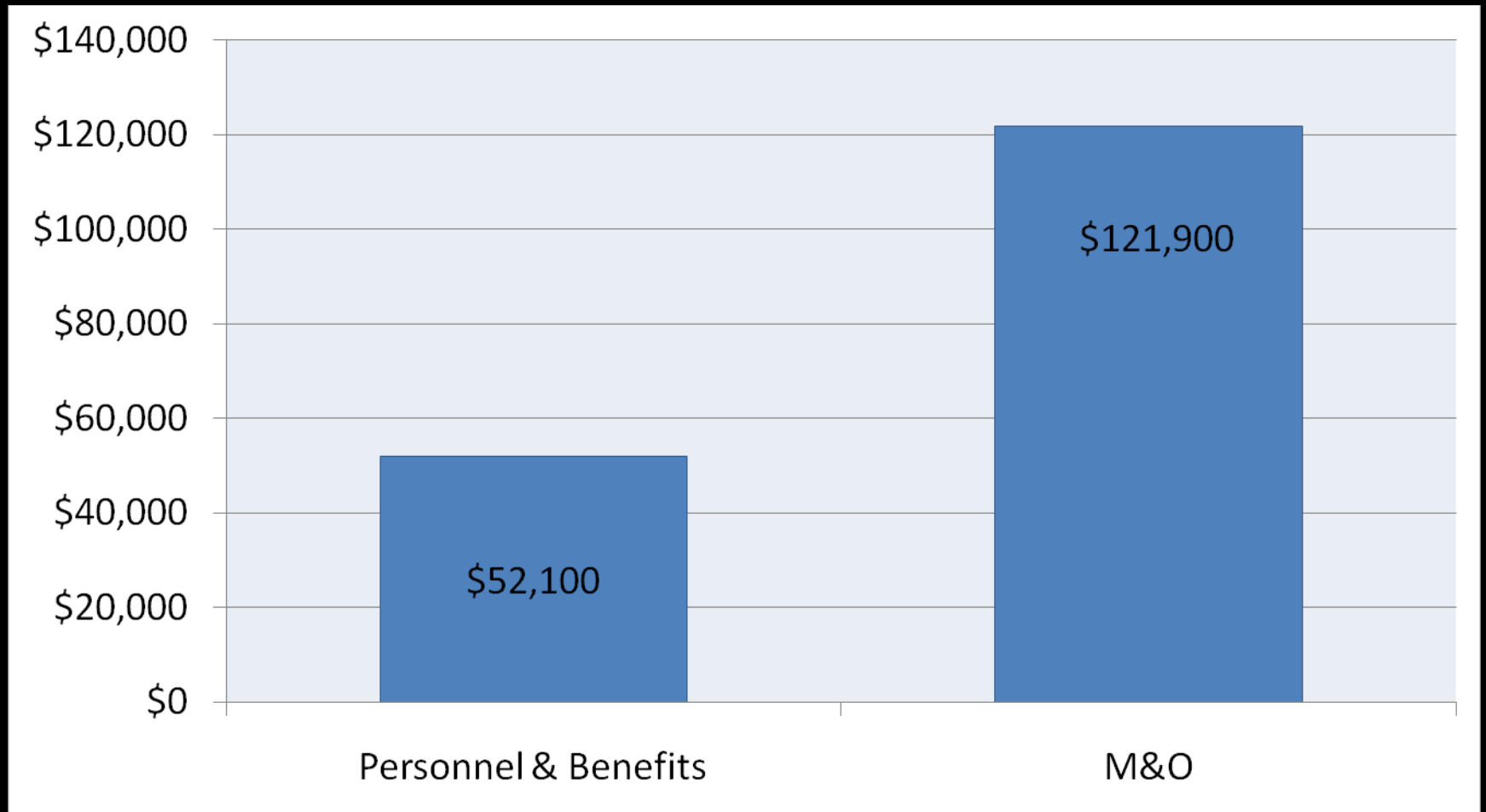
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Budget Overview



Higher Education Population

(unduplicated headcount)

- ISU = 7 graduate students
- NIC = 5852 freshman, sophomore, & PTE undergraduate students
- LC = 400 junior & senior undergraduate students
- UI = 240 junior & senior undergraduates (200+ non-degree seeking students)
- UI = 160 graduate students
- BSU = 22 graduate students

2009-2010 Evolution

2009: LOC

- Director of Joint Communications (Jay Baldwin)
 - Student Services Task Force
 - Idaho Goes Team

2010: LOC

- Student Services Task Force
- Idaho Goes Team





IdahoGOES Team

Highlights

- Created **14+** marketing initiatives
 - Examples
 - Digital photo frames
 - Financial aid collateral material
 - Discover More cards
 - IdahoGOES website: www.idahogoes.org
- Coordinated advertising
- Coordinated outreach efforts

Student Service Task Force

Highlights

- Coordinated disability services efforts
- Coordinated health services efforts
- Cross campus leadership opportunities
student government
- Agreement regarding computer lab usage
- Update & Develop MOU's

Testing Center

Highlights

- The Testing Center, jointly supported by NICHE and NIC, served the following populations in Summer and Fall 2009
 - 2000 Enrollment Tests Administered
 - 3499 NIC tests proctored
 - 459 LCSC tests proctored
 - 120 UI tests proctored
 - 742 tests proctored from “Other Institutions”

Statewide Relationships

Highlights

- College Access Network
 - Albertson's Foundation
 - Gear Up
 - NICHE "Idaho Goes"

Mission

Through collaboration, the North Idaho Consortium of Higher Education will ensure that Region I residents have easy, clear, and seamless access to post-secondary education/training options and high quality student services.

Goals

- **Encourage** IdahoGOES Team and Student Service Task Force to develop joint innovative and entrepreneurial marketing, recruitment strategies, and quality student services
- **Suggest, approve, and monitor** budget requests
- **Oversee** team/task force goals, action plans, and outcomes
- **Assist** with Education Corridor planning and development
- **Participate** in state-wide post-secondary education access initiatives

Anticipated Outcomes

- Increased enrollment
- Improved educational attainment rate
- Enhanced inter-institutional student services
- Shared fiscal/human resources
- Well trained/educated workforce
- Improved Region I economy
- State/regional recognition for institutional collaboration

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CONSENT AGENDA
APRIL 22, 2010

SUBJECT

Alcohol Permits Approved by University Presidents

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

BACKGROUND/DISCUSSION

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by and in compliance with Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the February, 2010 Board meeting. Since that meeting, Board staff has received fifty-two (52) permits from Boise State University, fifteen (15) permits from Idaho State University, and fifteen (15) permits from the University of Idaho.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

ATTACHMENTS

List of Approved Permits by Institution page 3

BOARD ACTION

A motion to accept the report as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
APRIL 22, 2010**

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**CONSENT AGENDA
APRIL 22, 2010**

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY January 2010 - December 2010		
EVENT	LOCATION	DATE (S)
EMBA Info Open House	Stueckle Sky Center	1/27, 3/10, 4/28 & 6/7/10
Bailey Financial Group Annual Banquet	Stueckle Sky Center	1/29/10
Natnl Letter of Intent Signing Day Bronco Football Radio Show	Stueckle Sky Center	2/3/10
YMCA-Trey McIntyre Project	SUB	2/5/10
President/Legislature Office Dinner	Hall of Fame	2/11/10
Hopkins Wedding	Stueckle Sky Center	2/13/10
SBOE Dinner	Stueckle Sky Center	2/17/10
IEEE Banquet	SUB	2/17/10
Bronco Primetime	Stueckle Sky Center	2/18, 3/18 & 4/22/10
HP "Hit Print Together"	Stueckle Sky Center	2/18/10
Boise Fire Dept Awards Banquet	Stueckle Sky Center	2/19/10
Bronze Bronco Banquet	Stueckle Sky Center	2/22/10
Circle of Excellence Banquet	Stueckle Sky Center	2/26/10
Steinway Campaign Event	Morrison Center	2/26/10
Children's Home Society 14 th Annual Gala	Stueckle Sky Center	2/27/10
Blue Cross of ID 2010 Legislative Dinner	Stueckle Sky Center	3/3/10
St. Joseph's School Crab Feed & Auction	Stueckle Sky Center	3/6/10
RIS Annual Auction	Stueckle Sky Center	3/12/10
Leahy Celtic Music	Morrison Center	3/13/10
Roosevelt PTA Fundraiser	Stueckle Sky Center	3/19/10
Jason Aldean Concert	Taco Bell Arena	3/20/10
Allen/Turner Wedding	Stueckle Sky Center	3/20/10
Salute to Shakespeare – Boise Philharmonic	Morrison Center	3/20/10

**CONSENT AGENDA
APRIL 22, 2010**

EVENT	LOCATION	DATE (S)
Morgan-Bantam Wedding	Stueckle Sky Center	3/26/10
Boise Code Camp & Tech Fest	SUB	3/27/10
Harris/Ferguson Wedding	Stueckle Sky Center	3/27/10
CATS	Morrison Center	4/2-3/10
The All-Italian Program & Related Events	SUB	4/9-10/10
John Tesh Concert	Morrison Center	4/10/10
College of Educ Campaign Kick-Off	Stueckle Sky Center	4/14/10
IAHU Awards Banquet	SUB	4/14/10
IAHU Health Symposium Reception	SUB	4/15/10
Grid Iron Social	Stueckle Sky Center	4/16/10
BSU Football Spring Game Hospitality	Stueckle Sky Center	4/17/10
Heart Gallery of Idaho Gala 2010	SUB	4/17/10
Gene Harris Jazz Festival & Related Events	Stueckle Sky Center & SUB	4/22-24/10
"Rave On" Buddy Holly Tribute Concert	Morrison Center	4/23/10
Boise Art Museum Fundraiser	Stueckle Sky Center	4/24/10
A Salute to Ballet Idaho – Boise Philharmonic	Morrison Center	4/24/10
Rain: A Tribute to the Beatles Broadway in Boise	Morrison Center	5/11/10
Hobday/Perretta Wedding	Stueckle Sky Center	5/14/10
Season Finale – Boise Philharmonic	Morrison Center	5/15/10
Celtic Woman – Music & Dance	Morrison Center	5/21/10
Bolen Pierce Wedding	Stueckle Sky Center	5/22/10
Young/Richardson Wedding	Stueckle Sky Center	6/19/10
2010 Stanley Consultants Summer conference	Stueckle Sky Center	6/25/10
Scaggs Wedding	Stueckle Sky Center	6/26/10
Fisher Wedding	Stueckle Sky Center	7/31/10

**CONSENT AGENDA
APRIL 22, 2010**

EVENT	LOCATION	DATE (S)
Wilford/Woods Wedding	Stueckle Sky Center	8/7/10
Dave Mathews Concert	Taco Bell Arena	8/31/10
Bridge Builders 4 th Annual Celebration	Stueckle Sky Center	11/18/10
IGI Christmas Party	Stueckle Sky Center	12/17/10

**CONSENT AGENDA
APRIL 22, 2010**

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY January 2010 – April 2010		
EVENT	LOCATION	DATE (S)
Adidas Coaching Hospitality	Salmon River Room	2/19/10
Summer Theatre Kickoff	Stephens Performing Arts Center	3/10/10
Idaho Business Leader of the Year	Stephens Performing Arts Center	3/11/10
Business After Hours	Rendezvous	3/11/10
Dental Hygiene Meridian Open House	ISU Meridian Center	3/17/10
Native Flora Workshop	SUB	3/23/10
Bistline/Curtis Meridian Alumni Event	ISU Meridian Center	4/7/10
City Club Tour	ISU Meridian Center	4/13/10
Gem Legacy Dinner	Stephens Performing Arts Center	4/16/10
Annual State of the University Address Reception	Stephens Performing Arts Center	4/19/10
3 rd Annual Distinguished Humanities Lecture & Dinner	Bennion SUB Idaho Falls	4/22/10
ISU Distinguished Faculty Awards Reception	Stephens Performing Arts Center	4/28/10
Outstanding Student Achievement Reception	Stephens Performing Arts Center	4/30/10
OpportuniTEA	Rotunda	5/1/10
Annual Truman Banquet	Bennion SUB Idaho Falls	5/8/10

**CONSENT AGENDA
APRIL 22, 2010**

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO December 2009 – May 2010		
EVENT	LOCATION	DATE (S)
Gamma Phi Beta Centennial Celebration & Related Events	SUB & Eastside Marketplace Events Center	3/5-6/10
College of Educ Dean Search	Michael Board Room/CBE	3/22, 3/24-25, & 4/2/10
Prichard Art Gallery – Business After Hours	Prichard Art Gallery	3/25/10
Vandal Friday Parents Social	Commons	3/25/10
College of Law Class of 2010 Celebration Dinner	University Inn BW	3/27/10
Rocky Mtn Elk Foundation Banquet	Memorial Gym	4/3/10
College of Law Panel Reception	Prichard	4/8/10
Mom's Weekend Dinner & entertainment	SUB	4/17/10
Retirement Reception for Jerry Wegman	Bogey's	4/22/10
Vandalville Social	Kibbie Dome	4/23/10
Akey Golf Tournament	Bogey's	4/24/10
VIEW Business Plan Competition Social	Albertson's Foyer	4/30/10
Brown-Kiblen Golf Tournament	Bogey's	6/5/10
Pat Rush Memorial Golf Tournament	Bogey's	6/19/10
Corner Club Golf Tournament	Bogey's	7/11/10

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APRIL 22, 2010**

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**CONSENT AGENDA
APRIL 22, 2010**

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

New position

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Eastern Idaho Technical College requests approval to:

- Create one (1) instructional position (1.0 FTE) supported by grant funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Eastern Idaho Technical College for the creation of one (1) position (1.0 FTE) supported by grant funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
APRIL 22, 2010**

REALLOCATION OF POSITION

Position Title	Energy Systems Technology Instructor
Type of Position	Instructional Position
FTE	1.0 FTE
Term of Employment	1 Year
Effective Date	May 1, 2010
Annual Salary	\$68,611
Funding Source	Grant from "Jobs in Targeted Green Industries"
Area/Department of Assignment	Trades and Industry
Duties and Responsibilities	The duties of this position will be to teach courses in the energy systems technology field, conduct research to keep up with industry standards, make curriculum revisions, and supervise and advise students in their career choices.
Justification of Position	The rapid growth of the Energy Systems Technology and Education Center (ESTEC) at ISU and the high placement rate of the graduates of that program indicate that the need for skilled technicians in the energy industry is high and the opportunities for graduates of energy-related technical training programs are excellent. The proposed energy technician program at EITC, in cooperation with the ISU program, will provide an opportunity for students in the EITC service area to begin their education in Idaho Falls and transfer to ISU to complete their degree. This makes entry into the program more affordable for residents of the EITC district and increases cooperation between the college and the university. This partnership between EITC and ISU has emerged since the last revision of the 8 year plan and was not anticipated at that time. With the development of this potential partnership EITC has the opportunity to offer a program that can provide a pathway to employment in the rapidly growing energy industry sector that was not previously available.