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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF IDAHO

PAMELA LOWE,

Plaintiff,

vs.

IDAHO TRANSPORTATION
DEPARTMENT, an executive department
of the State of Idaho, and DARRELL
MANNING, Chairman of the Board,
R. JAMES COLEMAN, Board Member,
JERRY WHITEHEAD, Board Member,
GARY BLICK, Board Member, NEIL
MILLER, Board Member, and LEE
GAGNER, Board Member, in their
individual and official capacities,

Defendants.

Case No. 09-653

**DEFENDANTS' ANSWER TO
SECOND AMENDED COMPLAINT
AND DEMAND FOR JURY**

Defendants Idaho Transportation Department, Darrell Manning, R. James Coleman, Jerry Whitehead, Gary Blick, Neil Miller, and Lee Gagner answer and respond to Plaintiff's Second Amended Complaint and Demand for Jury ("Complaint") filed on December 29, 2009 by admitting, denying and alleging as follows. In answering Plaintiff's Complaint, Defendants expressly reserve, in addition to the defenses set forth below, all defenses provided for or authorized by Rule 12(b) of the Federal Rules of Civil Procedure and all other defenses provided by law.

For ease of reference, Defendants will be referred to as follows: The Idaho Transportation Department will be referred to as "ITD." The members of the Idaho Transportation Board will be referred to as "the Board." And all of the Defendants, when referenced collectively, will be referred to as "Defendants."

FIRST AFFIRMATIVE DEFENSE

Defendants deny each and every statement and allegation in Plaintiff's Complaint, whether express or implied, that is not expressly and specifically admitted, denied, or qualified herein.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted, and Defendants are therefore entitled to judgment in their favor as a matter of law.

THIRD AFFIRMATIVE DEFENSE

Plaintiff was not discharged because of her gender. Plaintiff was terminated for the failure to perform the job of Director of ITD and not based upon any grounds or reason relating to her gender.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff is not a whistleblower and is therefore precluded from recovering on her claim for wrongful termination under Idaho's public employee whistleblower law. Plaintiff did not engage in or intend to engage in any protected activity that would entitle her to maintain a claim under the whistleblower law. Additionally, there is no causal connection between Plaintiff's termination and her alleged efforts to renegotiate ITD's contract with Connecting Idaho Partners ("CIP") or to have ITD staff perform more "GARVEE" Program work in-house. Those efforts had begun *before* Plaintiff became Director, continued while she was Director, and are continuing at ITD even now that she is no longer the Director. Plaintiff was terminated for the failure to perform the job of Director of ITD.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff was an at-will employee of ITD. Plaintiff accepted the Director position at ITD as an "at will" position and entered into an employment contract with ITD, which stated that "[t]his position is non-classified by Idaho Code 67-5303 and, therefore, *is an "at-will" position.*" (emphasis added). The contract is attached as **Exhibit A** to this Answer and is a true and correct copy of Plaintiff's December 14, 2006 employment agreement with ITD.

As an at-will employee, Plaintiff could be discharged at any time without cause. Even though the Board had the right to terminate Plaintiff's employment without cause, in this case, the Board had a justifiable basis to terminate Plaintiff for the failure to perform the job of Director of ITD. Plaintiff was appropriately discharged by the Board, and she received all process that she was due and to which she was entitled.

SIXTH AFFIRMATIVE DEFENSE

In addition to her employment agreement, Plaintiff was also an at-will employee as provided by Idaho law. Under Idaho Code § 40-503(1), Plaintiff served as Director “at the pleasure of the board.” Although the statute provides examples of reasons for which the Director “may be removed by the board,” including inefficiency, neglect of duty, malfeasance or nonfeasance, these terms are not a limitation on the Board’s authority and do not alter the fact that Plaintiff served “at the pleasure of the board.” Idaho Code § 40-503. Plaintiff’s allegation that the statute requires that the Director of ITD may only be removed for cause is contrary to the plain language of the statute and voids the provision requiring that the Director “serves at the pleasure of the board.”

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff was not denied any due process rights, and no action by Defendants deprived Plaintiff of those rights. Plaintiff was afforded all process that she was due and to which she was entitled.

EIGHTH AFFIRMATIVE DEFENSE

Defendants did not violate the Equal Pay Act in hiring a replacement for Plaintiff, and any difference in wages between Plaintiff and the new Director was based upon legitimate, nongender-related factors.

RESPONSE TO ALLEGATIONS

A. Nature of the Claim

1. In response to Paragraph 1 of Plaintiff’s Complaint, Defendants admit that the suit is brought by the former director of ITD, Pam Lowe.

2. Paragraph 2 is a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations contained in Paragraph 2 and affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

B. Parties

3. Defendants admit the allegations contained in Paragraph 3 to the extent that Plaintiff is described as an adult individual. Defendants also admit that at all times relevant to this action Plaintiff was an employee of ITD until her termination. Defendants further respond that they are without sufficient information or knowledge to form a belief as to the truth or falsity of the remainder of the allegations contained in Paragraph 3, and therefore deny the same.

4. In response to Paragraph 4, Defendants admit that ITD is an executive department of the State of Idaho, as provided by Idaho Code § 40-501.

5. In response to Paragraph 5, Defendants admit that the head of ITD is the Idaho Transportation Board, as provided by Idaho Code § 40-501.

6. In response to Paragraph 6, Defendants admit that the ITD Board is established pursuant to Idaho Code § 40-301 and that it is “vested with authority, control, supervision and administration of the department created and established by this title.” Idaho Code § 40-301.

7. In response to Paragraph 7, Defendants admit that the Board is composed of seven (7) members, as provided by Idaho Code § 40-302.

8. In response to Paragraph 8, Defendants admit that Defendant Darrell V. Manning is the chairman of the Board and that he has been the chairman since January 2007. Defendants further admit that Chairman Manning is a citizen of the State of Idaho and a resident of Ada County.

9. In response to Paragraph 9, Defendants admit that as of the date Plaintiff was terminated, the members of the Board consisted of Darrell V. Manning, R. James Coleman, Bruce Sweeney, Jerry Whitehead, Gary Blick, Neil Miller and Lee Gagner.

10. In response to Paragraphs 10 through 14, Defendants admit that the individual Defendants are citizens of the State of Idaho and that each is a citizen of the respective counties referenced in the Complaint.

C. Jurisdiction and Venue

11. Defendants admit the allegations contained in Paragraphs 15 and 16.

D. General Allegations

12. In response to Paragraph 17, Defendants admit the allegations to the extent that Plaintiff was hired by ITD on or about October 18, 1993 as a Transportation Staff Engineer. Defendants deny the remainder of the allegations contained in Paragraph 17.

13. Defendants deny the allegations contained in Paragraph 18. Defendants do not dispute that Plaintiff received “satisfactory” performance evaluations during her employment with ITD and that she was promoted to a number of different positions within ITD. Defendants deny that Plaintiff performed “satisfactorily” throughout her career at ITD or as Director of ITD. Plaintiff was terminated because she failed to

perform the job of Director and failed to fully perform the duties and responsibilities of the position.

14. In response to Paragraph 19, Defendants admit the allegations to the extent that that accurately describe the approximate start dates and positions held by Plaintiff during her employment with ITD.

15. In response to Paragraph 20, Defendants admit that on or about December 14, 2006, Plaintiff was offered, and accepted, the position of Director of ITD. (See **Exhibit A** – Plaintiff’s at-will employment agreement dated December 14, 2006.) Defendants further admit that Plaintiff was the first female Director of ITD.

16. Defendants deny the allegations contained in Paragraph 21 relating to Plaintiff’s allegations of certain statements allegedly made by Defendant Gary Blick. Even if such statements were made, which Defendants deny, the statements had no effect on the Board’s decision to hire Plaintiff as Director of ITD. The Board offered Plaintiff the position as ITD Director, and she accepted.

Additionally, the statements, if made, which Defendants deny, could not and did not have any causal connection to Plaintiff’s termination. The statements, if made, would have been made in 2006—more than 2½ years before Plaintiff’s termination—and had no bearing on the Board’s decision to terminate Plaintiff. Plaintiff was terminated because she failed to perform the job of Director and failed to fully perform the duties and responsibilities of the position.

17. In response to Paragraph 22, Defendants admit that the Board has the discretion and authority to appoint its Director, as provided in Idaho Code § 40-503.

18. The allegations contained in Paragraph 23 purport to characterize the language of Idaho Code § 40-503, to which no response is required. Defendants affirmatively state that the terms and provisions of Idaho Code § 40-503 are the best evidence of its content and speak for themselves. Any allegation contrary to its plain meaning and language is denied.

19. Defendants deny the allegations contained in Paragraph 24. Defendants affirmatively state that from the beginning of Plaintiff's employment as Director until she was terminated, Plaintiff's job performance was deficient due to her inability to represent ITD externally. In particular, Plaintiff failed to be a competent leader of ITD. She lacked the leadership and communication skills necessary for the position. She failed to establish and maintain the fundamental working relationships necessary to effectively advance and accomplish ITD's goals and objectives. She was unable to competently present ITD's agenda and legislative proposals, resulting in a fundamental lack of confidence in the information she presented and an unusually high failure rate in ITD's proposed legislation. For example, during one of her presentations to the Legislature, Plaintiff made an \$11 million error in her discussion of one of ITD's important legislative proposals. The error resulted in substantial lost resources, time and effort for ITD. Additionally, because of Plaintiff's deficient performance as Director, several members of the Legislature co-sponsored a bill designed to remove Plaintiff as Director.

Plaintiff was made aware of her deficient job performance throughout her employment as Director, beginning as early as 2007 and continuing into 2008, when her deficient job performance became a stated objective in her 2008 performance

objectives. In her 2008 performance objectives, Plaintiff was instructed to “[i]mprove communications” with governmental entities and agencies and to “keep[] all of them informed on department activities and future plans.” Plaintiff failed to satisfy this essential component of her job as Director. Plaintiff’s deficient job performance continued into 2009, and despite the opportunities provided her to correct and improve her job performance, Plaintiff’s performance did not change.

Plaintiff’s failure as Director directly affected ITD’s ability to function as the State’s highway department and created a critical situation that the Board believed it could not permit to continue. The Board did not require “cause” or a reason to discharge Plaintiff, because she was an at-will employee—both under the terms of her employment contract and the provisions of Idaho law—but, as a result of Plaintiff’s failure as Director, her inability to represent ITD or carry out the responsibilities of the job, Defendants voted unanimously to terminate her from the position.

20. Defendants deny the allegations contained in Paragraph 25 and incorporate by reference their response to Paragraph 24. Defendants affirmatively state that Plaintiff does not provide the full text of her performance evaluation from 2008. Omitted from Plaintiff’s performance evaluation is her 2008 performance objectives, which included a specific objective requiring that Plaintiff “improve communications” with the executive and legislative branches of government. Plaintiff failed to meet these job requirements as Director of ITD, which ultimately led to Plaintiff’s effective impairment of the functioning of ITD.

Additionally, Plaintiff received other informal reviews of her performance in 2009 including both verbal and written comments about her deficient job performance.

In a letter dated May 28, 2009, Plaintiff was advised by Chairman Manning on behalf of the Board that there were serious concerns about her job performance lack of communication skills, as well as a general dissatisfaction with her leadership of ITD and her poor relationships with agencies and entities outside ITD. Then, in a July 16, 2009 memorandum entitled "Performance Deficiencies," Plaintiff was again advised of her substantially deficient job performance. The memorandum outlined in detail the Board's concerns over Plaintiff's performance, including her inability to work with the Legislature and to be an effective leader for the Department and her inability to competently communicate the Department's position or convey reliable information to the Legislature. The memorandum specifically noted Plaintiff's \$11 million error in a piece of ITD legislation. It also detailed how that substantial error resulted in a considerable waste of resources and time for ITD and led to additional concerns about the ineffectiveness of Plaintiff's leadership. All of these issues led to the Board's decision to terminate Plaintiff as Director of ITD.

21. In response to Paragraph 26, Defendants admit the allegations to the limited extent that in March, 2008, a year prior to her termination, Plaintiff received a performance evaluation stating that she "achieves solid sustained performance." Defendants deny the remainder of the allegations contained in Paragraph 26 and incorporate by reference their responses to Paragraphs 24 and 25.

22. Defendants admit the allegations contained in Paragraph 27 as follows: The selection of CIP as Program Manager for the GARVEE Program and the approval of the CIP Program Management Services Agreement occurred during Governor Kempthorne's term of office. (The term GARVEE Program stands for ITD's "Grant

Anticipation Revenue Vehicle Bond” Program.) The effective date of the Program Management Service Agreement occurred during the term of Governor James Risch.

In April 2005, nearly two years before Plaintiff became Director of ITD, then Governor Dirk Kempthorne signed into law the “Connecting Idaho – GARVEE Bonding Funding Package.” (2005 Idaho Sess. Laws 378 (amending Idaho Code §§ 40-105, 40-108, 40-702, 40-707, 67-6201, 67-6205, 67-6206, 67-6210, and adding 40-315, 40-718)). The GARVEE Program is a legislatively-approved bonding program that authorizes ITD to expedite the construction and improvement of numerous highway projects. The Connecting Idaho – GARVEE Bonding Funding Package became effective law on July 1, 2005.

The GARVEE Program was one of the largest public works investment initiative ever proposed in Idaho’s history. Due to the size, schedule and acceleration of the highway projects that were to be constructed under the GARVEE Program, ITD could not administer the projects with the traditional in-house resources and personnel typically used for ITD’s projects. Supplemental resources were needed to handle the additional work to be accomplished in the GARVEE Program. To address the issue, ITD sent out a Request for Proposals (“RFP”) seeking qualified firms to become the GARVEE Program Manager. The process for selecting the GARVEE Program Manager would be conducted through a federally-required, competitive Qualification Based Selection (“QBS”) process.

On September 15, 2005, firms vying for the GARVEE Program Manager positions submitted their RFP responses. Through the QBS processes, consisting of two sets of oral presentations and a deliberative selection process held in an open public

forum, the Board selected CIP to be the Program Managers for the GARVEE Program. The Board issued its resolution approving the selection of CIP as the Program Manager on January 18, 2006. Once CIP was selected as the GARVEE Program Manager, ITD and CIP entered into a Program Management Services Agreement, which was approved by the ITD Board and the Federal Highway Administration.

23. In response to Paragraph 28, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore deny the same. Defendants affirmatively state, however, that the alleged campaign contributions of the companies that form CIP had no bearing whatsoever on the Board's decision to select CIP as the GARVEE Program Manager or the amount of the CIP Contract. CIP was selected as the GARVEE Program Manager by the Board through a federally-required QBS process that was open and transparent to the public. The Board selected the most-qualified applicant for the position.

Additionally, the selection of CIP as the GARVEE Program Manager occurred during the administration of Governor Kempthorne—approximately one year before Governor Otter was sworn into office, and the effective date of the Program Management Service Agreement occurred during the Governor James Risch's administration. The alleged campaign contributions, to the extent they may have occurred, also took place years before Plaintiff's termination as Director and had no bearing on or causal connection with the Board's decision to terminate Plaintiff as Director. The Board terminated Plaintiff as Director because she failed to do the job of Director of ITD.

24. The allegations of Paragraph 29 purport to characterize and summarize Plaintiff's presentation to the Joint Finance and Appropriations Committee ("JFAC") in February 2007. The full content of Plaintiff's presentation is set forth and contained in the public record, which is the best evidence of the entirety of Plaintiff's presentation and speaks for itself. Defendants admit the allegations contained in Paragraph 29 to the extent that Plaintiff made the referenced comments to the legislators on JFAC, but deny the allegations to the extent that they do not represent the entirety of Plaintiff's comments and presentation made to JFAC or that they are taken out of context.

Defendants affirmatively state that Plaintiff was not discharged based upon her participation in the JFAC meeting or the content and substance of her presentation to JFAC. The JFAC presentation referenced in Paragraph 29 took place more than two years before Plaintiff's termination as Director and had no bearing on or causal connection with the Board's decision to terminate Plaintiff as Director.

25. Defendants deny the allegations contained in Paragraph 30. Defendants affirmatively state that the allegations contained in Paragraph 30 misrepresent and mischaracterize the purpose of the meeting between Plaintiff, Chairman Manning and then Chief of Staff for Governor Otter, Jeff Malmen. The allegations also misrepresent and mischaracterize the full content and substance of the discussions held. Plaintiff and Chairman Manning attended a previously-scheduled meeting with then Chief of Staff Jeff Malmen, which took place after the conclusion of the JFAC meeting. The meeting was not set or held in response to Plaintiff's participation in the JFAC meeting or based upon anything that Plaintiff said at the JFAC meeting.

Significantly, the meeting referenced in Paragraph 30 took place in 2007, more than two years before Plaintiff's termination as Director, and had no bearing on or causal connection with the Board's decision to terminate Plaintiff as Director.

26. Defendants deny the allegations contained in Paragraph 31. Defendants affirmatively state that the allegations misrepresent and mischaracterize the request made by Chairman Manning, the purpose for the request, or the full scope of the conversation between Chairman Manning and Plaintiff regarding the requested information. Chairman Manning requested Plaintiff provide him with information of all of the contracts that ITD had on-going in order to provide the Governor's Office with information relating to the multitude of contracts being performed by ITD at any one time. The discussion between Plaintiff and Chairman Manning took place in 2007, more than two years before Plaintiff's termination as Director, and had no bearing on or causal connection with the Board's decision to terminate Plaintiff as Director.

27. Defendants deny the allegations contained in Paragraph 32. Defendants affirmatively state that the allegations misrepresent and mischaracterize the full content, substance or detail of any conversation between Chairman Manning and Plaintiff. The allegations in Paragraph 32 appear to reference an alleged conversation between Plaintiff and Chairman Manning that took place during the 2007 legislative session. Any conversation that may have been held between Plaintiff and Chairman Manning in 2007 would have occurred more than two years before Plaintiff's termination as Director and had no bearing on or causal connection with the Board's decision to terminate Plaintiff as Director.

28. Defendants deny the allegations contained in Paragraph 33. Contrary to Plaintiff's allegations, Plaintiff was not, and could not have been, solely responsible for "remov[ing] several projects from the contract for ITD to administer in-house during CIP's contract renegotiations[.]" nor did she have the sole authority as Director to effectuate that process. Additionally, Defendants' efforts to retain GARVEE work in-house for ITD and renegotiate the CIP contract began *before* Plaintiff became Director of ITD.

The renegotiation of the CIP contract and the removal of GARVEE work from the CIP contract for ITD to perform in-house was part of the original negotiations for the GARVEE Program, and the process was memorialized in the first CIP contract in 2006. During the same time frame, ITD conducted a review of its capabilities and workload. Following that review, ITD took over numerous GARVEE project duties and responsibilities such that they would no longer be performed by CIP. The work reductions and re-assignments were done before Plaintiff became Director.

Additionally, once Plaintiff became Director, the Board directed Plaintiff to perform these tasks (CIP contract renegotiation and retaining GARVEE work in-house) as part of her job responsibilities as Director. These tasks were also expressly required by the Idaho Legislature when it enacted into law a directive to ITD that it (1) renegotiate the CIP contract at the "best possible rates" and (2) perform as much GARVEE project-related work as possible within the Department itself in order to preserve the expenditure of GARVEE funds for the priorities established for the GARVEE Program. 2008 Idaho Sess. Laws 367; 2007 Idaho Sess. Laws 363.

Contrary to Plaintiff's allegations, Defendants had sought to retain GARVEE work in-house for ITD and to effectuate cost-savings in the GARVEE through a renegotiation of the CIP contract *before* Plaintiff became Director of ITD. Those efforts continued while Plaintiff was the Director, and they are presently continuing at ITD. There is no causal connection between Plaintiff's termination and her efforts to renegotiate ITD's contract with CIP or retain more GARVEE work in-house at ITD. The Board had specifically directed Plaintiff to perform these tasks and it did not terminate her for her efforts to carry out assigned job responsibilities.

29. Defendants are without sufficient knowledge or information to form a belief as to truth or falsity of the allegations contained in Paragraph 34, and therefore deny the same.

30. Defendants deny the allegations contained in Paragraph 35 and incorporate by reference their response to Paragraph 33. Defendants affirmatively state that the allegations misrepresent and mischaracterize the full content, substance and detail of any conversation between Chairman Manning and Plaintiff in the Fall of 2008. Chairman Manning and Plaintiff had conversations in which they discussed the pros and cons of eliminating the entire CIP contract and the adverse effects such an action would have on the pending construction projects, including increased costs, stalled projects, substantial construction delays, and overall impacts to Idaho's traveling public.

Additionally, the conversation referenced in Paragraph 35 allegedly took place in Fall 2008, which was approximately a year before Plaintiff's termination as Director and long before the Board decided to terminate Plaintiff. There is no causal connection between the Board's decision to terminate Plaintiff and the referenced conversation

with Chairman Manning. Similarly, there is no causal connection between Plaintiff's termination and her efforts to renegotiate ITD's contract with CIP or retain more GARVEE work in-house at ITD.

31. Defendants deny the allegations contained Paragraph 36. Defendants affirmatively state that the allegations misrepresent and mischaracterize the full content, substance and detail of the discussions held during the January 2009 executive session. In January 2009, the Board met in executive session to discuss highway projects that could be funded with federal stimulus dollars under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5, Feb. 7, 2009, 123 Stat. 115). During the executive session, discussions were held and concerns raised regarding ITD's ability to handle with its existing resources all of the GARVEE work, the federal stimulus work, and its existing project loads. There is no causal connection between discussions held during the January 2009 executive session of the Board and the Board's decision to terminate Plaintiff.

32. Defendants deny the allegations contained in the first sentence of Paragraph 37 and incorporate by reference their response to Paragraph 33. With respect to the allegations contained in the second sentence of Paragraph 37, Defendants respond that they are without sufficient knowledge or information to form a belief as to Plaintiff's internal thought processes or intentions, and therefore deny the allegations. Defendants affirmatively state that the efforts to renegotiate the CIP contract and retain GARVEE work in-house at ITD began *before* Plaintiff became the Director of ITD. The efforts continued once Plaintiff began serving as the Director and have continued

since Plaintiff was terminated. In fact, ITD is currently engaged in negotiations with CIP for a new amendment to CIP's Program Management Services Agreement.

33. The allegations in Paragraph 38 purport to characterize and summarize Idaho Senate Bill 1160 (2009), the terms and provisions of which are the best evidence of its content and speak for themselves. Any allegation contrary to its plain meaning and language is denied.

Defendants incorporate by reference their response to Paragraph 24 and affirmatively state that Senate Bill 1160 (2009) was a bill co-sponsored by several prominent legislators: Representative Mike Moyle (House Majority Leader), Representative Scott Bedke (House Assistant Majority Leader), and Senator Charles Winder. The legislation was introduced by Senator John McGee to the Senate Transportation Committee as RS 18804, and with unanimous consent and without objection, it was authorized for a print hearing and permitted to proceed through the legislative process. The introduction of the bill and the bill's support by legislators from both the House and the Senate, including by legislative leadership, revealed the lack of confidence legislative membership had in Plaintiff and her ability to lead ITD as its Director. The bill indicated to Defendants the full extent of Plaintiff's failure as Director and that she could not continue in that position without detrimentally affecting ITD's ability to function as the State's highway department.

34. Defendants deny the allegations contained in Paragraph 39 and incorporate by reference their response to Paragraphs 24 and 38. Defendants affirmatively state that the allegations misrepresent and mischaracterize the content and substance of the conversation between Chairman Manning and Plaintiff. There was

absolutely no agreement or exchange between Defendants and Senator McGee relating to Senate Bill 1160 being held and Plaintiff's termination. Plaintiff was terminated solely for the failure to perform the job of Director of ITD.

35. Defendants deny the allegations contained in Paragraph 40 and incorporate by reference their response to Paragraph 24. Defendants affirmatively state that the allegations misrepresent and mischaracterize the content and substance of the conversation between Chairman Manning and Plaintiff. On or about May 11, 2009, Chairman Manning met with Plaintiff to discuss the deficiencies and failures in Plaintiff's job performance, including the failure to communicate with governmental entities and agencies and industry groups, her inability to effectively represent the Department, her inability to effectively communicate and create working relationships with the Legislature, and the substantial detrimental effects her deficiencies had on ITD and its ability to function as the State's transportation agency. Chairman Manning acknowledged that Plaintiff performed well in the internal management of ITD, but informed her that she had serious deficiencies and failures in representing ITD externally—a function critical to the position of Director.

Additionally, at the May 11, 2009 meeting referenced in Paragraph 40, Chairman Manning did not request Plaintiff's resignation, since the Board had not yet made a determination or voted on Plaintiff's continued status as Director. Chairman Manning informed Plaintiff that based upon her past performance, it did not appear that she could successfully continue as Director of ITD without substantially affecting the functioning of the ITD.

36. In response to Paragraphs 41, 42, and 43, Defendants deny the allegations to the extent that they misrepresent and mischaracterize the discussions held, do not represent the entirety of the discussions between Plaintiff and the Board, or that they are taken out of context. Defendants affirmatively state that Plaintiff was afforded the opportunity to meet with the Board to discuss her performance as Director and that Plaintiff took advantage of that opportunity. On or about May 21, 2009, the Board met in executive session at its regularly scheduled meeting, at which discussions ensued between Plaintiff and the Board as to the substantial concerns Defendants had with Plaintiff's performance as Director. Each Board member expressed particular issues and concerns with Plaintiff's job performance. It was the Board's position that while it generally approved of Plaintiff's job performance in the internal affairs and management of ITD, there was unanimous dissatisfaction and grave concern about her ability to represent ITD externally. The Board conveyed to Plaintiff their view of her deficient job performance due to her lack of leadership abilities and her ineffectiveness in representing ITD externally. The Board informed Plaintiff that she did not communicate well with governmental entities and agencies or with industry groups and that certain members of the Legislature did not have confidence in her abilities or trust the information provided by her. She was further advised at the meeting that because of the failure as Director and her inability to adequately perform her job duties and responsibilities, ITD could not effectively obtain its objectives and goals or pass its budgets and legislative proposals. Defendants acknowledge that Senate Bill 1160 was discussed during the meeting, but the context of the discussion was to demonstrate the full extent of the Legislature's lack of confidence in and its fundamental dissatisfaction

with Plaintiff and how her failure as Director had created a critical situation for ITD. The Board informed Plaintiff that in such a situation, Plaintiff could not continue to effectively continue as Director and not detrimentally affect ITD.

37. In response to Paragraph 44, Defendants admit the allegations to the extent that on July 16, 2009, Defendants voted unanimously to terminate Plaintiff's employment with ITD, effective July 31, 2009. Defendants deny the remaining allegations contained in Paragraph 45, particularly the allegations that Defendants did not have proper grounds to terminate Plaintiff or that Defendants violated Idaho law in terminating Plaintiff as Director. The Board did not require "cause" or a reason to terminate Plaintiff, because she was an at-will employee, but the Board determined that it was necessary to terminate Plaintiff because of the failure to perform the job of Director of ITD.

38. Defendants deny the allegations contained in Paragraph 45 and affirmatively state that Plaintiff was an at-will employee—both under the terms of her employment contract and the provisions of Idaho law—and she received all process that she was due and to which she was entitled.

39. In response to the allegations contained in Paragraph 46, Defendants admit that on November 20, 2009, the Board announced that it had selected a new Director of ITD, Brian W. Ness and that Mr. Ness would begin to serve as ITD's Director starting January 11, 2010.

40. Defendants admit the allegations contained in Paragraph 47.

41. In response to the allegations contained in Paragraph 48, Defendants admit the allegations to the extent that Plaintiff's salary when she was terminated in

July 2009 was \$143,000 and that when referenced mathematically, the new Director will be paid \$22,000 more than Plaintiff's salary. Defendants deny the remainder of the allegations contained in Paragraph 48 and deny that Defendants violated the Equal Pay Act. Defendants affirmatively state that in filling the position of Director, Defendants hired the most qualified candidate for the position and agreed to pay the new Director a salary commensurate with the requirements of the position, which was determined based upon legitimate, non-gender-related reasons.

E. First Claim for Relief

42. In response to Paragraph 49, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

43. In response to Paragraph 50, the allegations constitute a legal conclusion, to which no response is required. To the extent a response may be required, Defendants deny the allegations contained therein.

44. Defendants deny the allegations contained in the first two sentences of Paragraph 51. Defendants are without sufficient knowledge and information to form a belief as to the truth or falsity of the allegations contained in the third sentence of Paragraph 51, and therefore deny the same. Defendants deny the allegations contained in the last two sentences of Paragraph 51. Defendants affirmatively state that Plaintiff is not a whistleblower under Idaho's public employee whistleblower statute. The alleged actions by Plaintiff do not constitute protected activities that would entitle her to relief under Idaho's whistleblower law. There is no causal connection between Plaintiff's termination and her efforts to renegotiate ITD's contract with CIP or retain more GARVEE work in-house at ITD. Those efforts had begun *before* Plaintiff became

Director, continued while she was Director, and are continuing at ITD even now that she is no longer the Director. Plaintiff was terminated for the failure to perform the job of Director of ITD.

45. Defendants deny the allegations contained in Paragraphs 52 and 53.

Defendants affirmatively state that Plaintiff was terminated because of the failure as Director to carry out the requirements, duties and obligations of the position. Plaintiff was terminated for the failure to perform the job of Director of ITD.

46. Paragraph 54 is a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations contained in Paragraph 54 and affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

F. Second Claim for Relief

47. In response to Paragraph 55, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

48. The allegations contained in Paragraph 56 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 56. Defendants affirmatively state that Plaintiff was an at-will employee under the terms of her employment contract and under Idaho law, and she served "at the pleasure" of the Board. Idaho Code § 50-503. Therefore, Plaintiff had no property interest in her continued employment as Director of ITD or a reasonable expectation that her employment as Director would continue.

49. The allegations contained in Paragraph 57 purport to characterize the language of Idaho Code § 40-503, to which no response is required. Defendants affirmatively state that the allegations do not fully quote the language of the statute. Specifically, the allegations omit reference to the provisions stating that the Director of ITD “serves at the pleasure” of the Board. The terms and provisions of Idaho Code § 40-503 are the best evidence of its content and speak for themselves. Any allegation contrary to its plain meaning and language is denied.

50. The allegations contained in Paragraph 58 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 58. Defendants affirmatively state that under the terms of her employment contract, Plaintiff was an at-will employee. Additionally Plaintiff was an at-will employee under Idaho law, and she “served at the pleasure” of the Board. Idaho Code § 40-503. Plaintiff was afforded process that she was due and to which she was entitled when she was terminated from her position as Director of ITD.

51. The allegations contained in Paragraph 59 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 59. Defendants affirmatively state that at all times relevant to this action Defendants were acting in their official capacities as board members of the ITD Board.

52. The allegations contained in Paragraph 60 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 60.

53. The allegations contained in Paragraph 61 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 61. Defendants affirmatively state that Plaintiff was an at-will employee under the terms of her employment contract and under Idaho law, and she served “at the pleasure” of the Board. Idaho Code § 40-503. Therefore, Plaintiff had no property interest in her continued employment as Director of ITD or a reasonable expectation that her employment as Director would continue. Plaintiff was afforded all process that she was due and to which she was entitled when she was terminated from her position as Director of ITD.

54. The allegations contained in Paragraph 62 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 62 and incorporate by reference its response to Paragraph 61.

55. The allegations contained in Paragraph 63 constitute legal conclusions and a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 63. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

56. The allegations contained in Paragraph 64 constitute legal conclusions and a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 64. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

G. Third Claim for Relief

57. In response to Paragraph 65, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

58. The allegations contained in Paragraph 66 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 66. Defendants affirmatively state that Plaintiff was an at-will employee under the terms of her employment contract and under Idaho law, and she served "at the pleasure" of the Board. Idaho Code § 40-503. Therefore, Plaintiff had no property interest in her continued employment as Director of ITD or a reasonable expectation that her employment as Director would continue.

59. The allegations contained in Paragraph 67 purport to characterize the language of Idaho Code § 40-503, to which no response is required. Defendants affirmatively state that the allegations do not fully quote the language of the statute. Specifically, the allegations omit reference to the provisions stating that the Director of ITD "serves at the pleasure" of the Board. The terms and provisions of Idaho Code § 40-503 are the best evidence of its content and speak for themselves. Any allegation contrary to its plain meaning and language is denied.

60. The allegations contained in Paragraph 68 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 68. Defendants affirmatively state that under the terms of her employment contract, Plaintiff was an at-will employee. Additionally Plaintiff was an at-will employee under Idaho law, and she "served at the pleasure" of the Board. Idaho Code § 40-503. As a result of her at-will status, Plaintiff had no

property interest in her continued employment as Director of ITD or a reasonable expectation that her employment as Director would continue. Plaintiff was afforded all process that she was due and to which she was entitled when she was terminated from her position as Director of ITD.

61. The allegations contained in Paragraph 69 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 69. Defendants affirmatively state that at all times relevant to this action Defendants were acting in their official capacities as board members of the ITD Board.

62. The allegations contained in Paragraph 70 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 70.

63. The allegations contained in Paragraph 71 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 71. Defendants affirmatively state that Plaintiff was an at-will employee under the terms of her employment contract and under Idaho law, and she served “at the pleasure” of the Board. Idaho Code § 40-503. Therefore, Plaintiff had no property interest in her continued employment as Director of ITD or a reasonable expectation that her employment as Director would continue. Plaintiff was afforded all process she was due and to which she was entitled when she was terminated from her position as Director of ITD.

64. The allegations contained in Paragraph 72 constitute legal conclusions and a characterization and summary of the relief sought by Plaintiff in this action, to which

no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 72. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

H. Fourth Claim for Relief

65. In response to Paragraph 73, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

66. The allegations contained in Paragraph 74 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 74. Defendants affirmatively state that Plaintiff was an at-will employee under the terms of her employment contract and under Idaho law, and she served "at the pleasure" of the Board. Idaho Code § 40-503. Therefore, Plaintiff had no property interest in her continued employment as Director of ITD or a reasonable expectation that her employment as Director would continue.

67. The allegations contained in Paragraph 75 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 75.

68. The allegations contained in Paragraph 76 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 76. Defendants affirmatively state that Plaintiff was terminated for the failure to perform the job as Director, and Defendants did not publicize any false, defamatory or stigmatizing statements about Plaintiff.

69. The allegations contained in Paragraph 77 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants

deny the allegations in Paragraph 77. Defendants affirmatively state that Plaintiff was terminated for the failure to perform the job as Director, and Defendants did not publicize any false, defamatory or stigmatizing statements about Plaintiff.

70. The allegations contained in Paragraph 78 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 78.

71. The allegations contained in Paragraphs 79 and 80 constitute legal conclusions and a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraphs 79 and 80. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

I. Fifth Claim for Relief

72. In response to Paragraph 81, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

73. The allegations contained in Paragraph 82 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 82. Defendants affirmatively state that Plaintiff was an at-will employee under the terms of her employment contract and under Idaho law, and she served "at the pleasure" of the Board. Idaho Code § 40-503. Therefore, Plaintiff had no property interest in her continued employment as Director of ITD or a reasonable expectation that her employment as Director would continue.

74. The allegations contained in Paragraph 83 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 83.

75. The allegations contained in Paragraph 84 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 84. Defendants affirmatively state that Plaintiff was terminated for the failure to perform the job of Director of ITD, and Defendants did not publicize any false, defamatory or stigmatizing statements about Plaintiff.

76. The allegations contained in Paragraph 85 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 85. Defendants affirmatively state that Plaintiff was terminated for the failure to perform the job of Director of ITD, and Defendants did not publicize any false, defamatory or stigmatizing statements about Plaintiff.

77. The allegations contained in Paragraph 86 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 86.

78. The allegations contained in Paragraph 87 constitute legal conclusions and a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 87. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

J. Sixth Claim for Relief

79. In response to Paragraph 88, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

80. Defendants deny the allegations contained in Paragraph 97. Defendants affirmatively state that Plaintiff's gender was not a factor in and had no bearing upon the Board's decision to hire or terminate Plaintiff as Director. Any statements made at the time of the Board's consideration of Plaintiff as Director were not relevant to and had no bearing upon the Board's decision to terminate her. Plaintiff was offered the position as Director without any regard to her gender. Moreover, any such statements if made, which Defendants deny, would have been made more than 2½ years before the Board's decision to terminate Plaintiff and had no causal connection to the Board's decision-making process to terminate Plaintiff as Director.

81. Defendants deny the allegations contained in Paragraph 90. Defendants affirmatively state that Plaintiff's gender was not a factor in and had no bearing upon the Board's decision to terminate Plaintiff as Director. The Board terminated Plaintiff as Director because of the failure to perform the job of Director.

82. The allegations contained in Paragraph 91 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 91. Defendants affirmatively state that at all times relevant to this action Defendants were acting in their official capacities as board members of the ITD Board.

83. The allegations contained in Paragraphs 92 and 93 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraphs 92 and 93.

84. The allegations contained in Paragraphs 94 and 95 constitute legal conclusions and a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraphs 94 and 95. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

K. Seventh Claim for Relief

85. In response to Paragraph 96, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

86. Defendants deny the allegations contained in Paragraph 97. Defendants affirmatively state that Plaintiff's gender was not a factor in and had no bearing upon the Board's decision to hire or terminate Plaintiff as Director. Any statements made at the time of the Board's consideration of Plaintiff as Director were not relevant to and had no bearing upon the Board's decision to terminate her. Plaintiff was offered the position as Director without any regard to her gender. Moreover, any such statements if made, which Defendants deny, would have been made more than 2½ years before the Board's decision to terminate Plaintiff and had no causal connection to the Board's decision-making process to terminate Plaintiff as Director.

87. Defendants deny the allegations contained in Paragraph 98. Defendants affirmatively state that Plaintiff's gender was not a factor in and had no bearing upon the Board's decision to terminate Plaintiff as Director.

88. The allegations contained in Paragraph 99 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 99. Defendants affirmatively state that at all times relevant to this action Defendants were acting in their official capacities as board members of the ITD Board.

89. The allegations contained in Paragraphs 100 and 101 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraphs 100 and 101.

90. The allegations contained in Paragraph 102 constitute legal conclusions and a characterization and summary of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 102. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

L. Eighth Claim for Relief

91. In response to Paragraph 103, Defendants re-allege and incorporate their above responses to Plaintiff's allegations.

92. The allegations contained in Paragraph 104 constitute legal conclusions to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraph 104.

93. Defendants deny the allegations contained in Paragraph 105.

94. The allegations contained in Paragraphs 106, 107 and 108 are characterizations and summaries of the relief sought by Plaintiff in this action, to which no response is required. To the extent a response may be required, Defendants deny the allegations in Paragraphs 106, 107 and 108. Defendants affirmatively state that Plaintiff is not entitled to any relief at law or in equity as sought in her Complaint.

M. Plaintiff's Request for Relief

The remainder of the Complaint consists of Plaintiff's request for relief which requires no response. To the extent a response may be required, Defendants deny that Plaintiff is entitled to the relief requested in her Complaint or any relief whatsoever.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because Defendants fully performed under any and all applicable agreements, including, but not limited to Plaintiff's at-will employment contract with Defendants.

TENTH AFFIRMATIVE DEFENSE

Plaintiff was an at-will employee under the terms of her employment contract and she "served at the pleasure" of the Board under Idaho law. Thus, Defendants were entitled to terminate her employment at any time. Defendants acted in accordance with the terms of the contract and Idaho law in terminating Plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

Defendants terminated Plaintiff for legitimate, non-discriminatory, non-retaliatory reasons unrelated to Plaintiff's gender and not because of discrimination, retaliation or gender. Additionally, Defendants termination of Plaintiff was not for reasons in violation of public policy.

TWELFTH AFFIRMATIVE DEFENSE

Any difference in wages between Directors of ITD is based upon legitimate factors, unrelated to gender.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, under the doctrine of sovereign immunity.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, under the doctrine of qualified immunity.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because of the failure to properly effectuate service of process on Defendants.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff is precluded from recovering, in whole or in part, because she failed to exhaust her administrative remedies.

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendants have acted reasonably and in good faith and have complied with state and federal laws.

EIGHTEENTH AFFIRMATIVE DEFENSE

Defendants deny any improper motive; even so, the challenged employment decisions would have been made in the absence of any proven improper motive.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiff is precluded from recovering, in whole or in part, by the doctrines of estoppel, waiver and unclean hands.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiff is precluded from recovering, in whole or in part, because she failed to mitigate her damages, although by alleging this affirmative defense, Defendants do not admit that Plaintiff was damaged in any manner.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Defendants have not caused Plaintiff to suffer any damages.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Defendants have not yet conducted discovery in this action and, therefore, expressly reserves the right to amend its answer to add additional or supplemental defenses, or to file and serve other responsive pleadings, allegations, or claims once discovery is completed.

PRAYER FOR RELIEF

WHEREFORE, having fully answered Plaintiff's Complaint, ITD prays for an order and judgment as follows:

1. Dismissing the Complaint in its entirety;
2. Granting judgment to Defendants;
3. Granting Defendants their costs and attorney fees incurred in the defense of this action; and
4. Granting Defendants such additional and further relief as the Court may deem just and proper.

Respectfully submitted this 8th day of January, 2010.

By /s/ B. Newal Squyres
HOLLAND & HART LLP
B. Newal Squyres
Special Deputy Attorney General
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of January, 2010, I filed the foregoing electronically through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

Erika Birch
Lauren Scholnick
Strindberg & Scholnick, LLC
671 E. Riverpark Lane, Suite 130
Boise, ID 83706
erika@utahjobjustice.com
lauren@utahjobjustice.com

/s/ B. Newal Squyres

for HOLLAND & HART LLP

4700659_1.DOC

EXHIBIT A



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

December 14, 2006

Ms. Pamela Lowe
1500 Loggers Pond Place #14
Boise, ID 83706

Dear Pam:

The Idaho Transportation Board is pleased to offer you the position of Director of the Idaho Transportation Department (ITD). The terms of the offer are substantially set forth in this letter.

The effective date of your appointment will be January 14, 2007 at a salary of \$135,000 annually. Any potential future increases in salary will be based solely on performance and will be subject to approval from the Division of Financial Management and applicable legislative mandates that may be in effect. This position is non-classified by Idaho Code 67-5303 and, therefore, is an "at-will" position.

It is to our mutual advantage that you have sufficient leave time to avoid the stress that this position and its responsibilities create. As such, in addition to the vacation accrual of five weeks per year provided under Idaho Code 67-5334, the Board authorizes an additional 80 hours of administrative leave per year. The additional leave is not accruable from year-to-year and any remaining time not used during the year must be surrendered. Administrative leave is also not eligible for lump sum payment. A "year" will be defined as 12 months from your date of hire into the Director position. You should request to use this leave by submitting the ITD-1206 Leave Slip just as you would request any other type of leave.

Over the next several weeks, the Board will discuss goals and objectives and performance standards with you to ensure a solid and shared understanding of expectations.

On behalf of the Transportation Board we look forward to working with you in achieving the Department's mission.

A handwritten signature in cursive script, appearing to read 'Pamela K. Lowe', written over a horizontal line.

Pamela K. Lowe (acceptance)

A handwritten signature in cursive script, appearing to read 'Frank Bruneel', written over a horizontal line.

Frank Bruneel, Chairman
Idaho Transportation Department

Distribution:

Original: Personnel File
Copy to: Pam Lowe
Frank Bruneel