

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>OFFICE OF THE STATE BOARD OF EDUCATION</b> New Position - Chief Post-Secondary Academic Officer	Motion to approve
<hr/>		
<b>2</b>	<b>UNIVERSITY OF IDAHO</b> Multi Year Contracts College of Law School of Journalism and Mass Media	Motion to approve
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<b>3</b>	<b>UNIVERSITY OF IDAHO</b> New Positions - University Advancement	Motion to approve
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**INSTITUTION / AGENCY AGENDA**  
**OFFICE OF THE IDAHO STATE BOARD OF EDUCATION**

**SUBJECT**

Hiring of a Chief Postsecondary Academic Officer by the Office of the State Board of Education (OSBE)

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

OSBE is reporting the hiring of a new Chief Postsecondary Academic Officer. The annual salary will be equal to or greater than 75% of the Executive Director's base salary. The Chief Postsecondary Academic Officer is a key position in the Office of the State Board of Education and was vacated by the previous incumbent in July 2006.

**DISCUSSION**

A request by the Office of the State Board of Education for approval of:

- appointment of Stuart Tennant as Chief Postsecondary Academic Officer (1.0 FTE) at a salary equal to or greater than 75% of the executive director's base salary supported by appropriated funds.

**IMPACT**

Having this position filled will allow the Board staff to more fully-participate in the postsecondary activities of Idaho's higher education system. The annual salary and benefits for this position will be \$113,875.

**STAFF COMMENTS AND RECOMMENDATIONS**

The request has been reviewed by staff and is consistent with Board policy.

**BOARD ACTION**

A motion to approve the request by the Office of the State Board of Education to hire Stuart Tennant as Chief Postsecondary Academic Officer in Academic Affairs (1.0 FTE) at a salary equal to or greater than 75% of the Executive Director's base salary.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**INSTITUTION / AGENCY AGENDA  
OFFICE OF THE STATE BOARD OF EDUCATION - continued**

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

Name of Appointee:	Stuart Tennant
Position title:	Chief Postsecondary Academic Officer
Type of Position:	Non-classified
FTE:	1.00
Term of Appointment:	Non-classified, at-will
Effective Date:	06-Nov-06
Salary Range:	\$87,500
Funding Source:	General Funds
Area/Department of Assignment:	Academic Affairs
Duties and Responsibilities:	The Chief Postsecondary Academic Officer is a staff officer of the State Board of Education, reporting to the Executive Director. The purpose of this position is to provide staff support to the State Board of Education with the Board's responsibility for the general supervision and governance of Idaho's public colleges and universities, community colleges, and professional technical education. The Chief Postsecondary Academic Officer consults at all levels of educational services, and builds and maintains professional relations with the education community throughout the state, region, and nation.
Justification:	This key position in the Office of the State Board of Education became vacant July 1, 2006.

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures

January 2005

**3. Specifically Reserved Board Authority**

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

a. Position Authorizations

(1) Any permanent new position (including any reactivated position that requires a new “set-up” action), regardless of funding source, requires Board approval.

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

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

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

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

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

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

**SUBJECT**

Approval of two multi-year contracts

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**DISCUSSION**

The University of Idaho (UI) requests approval for two (2) multi-year contracts for senior level instructors as follows:

**(1) College of Law programs in Boise.**

A five-year contract for the employment of the Director of External Programs and Instructor in Law, a full-time, fiscal year, non-tenure track appointment for the following reasons:

- The current Director of External Programs in Boise has been employed by the College of Law since 2001.
- In 2005, the American Bar Association (ABA) conducted an on-site inspection of the College and identified as an action item the requirement that the College comply with ABA Standard 405 with respect to the Director of External Programs.
- ABA Standard 405 requires law schools to afford clinical faculty members a security of position reasonably similar to tenure. The ABA's official interpretation of this requirement is that a law school must provide a separate tenure track for these faculty members or a program of renewable long-term contracts. The interpretation further states that "long-term contract" means "at least a five-year contract that is presumptively renewable."
- Attached are the terms of a proposed multi-year contract intended to comply with the ABA's Accreditation Standard 405. The contract may be terminated for adequate cause, as defined by University and Regents policies, or material modification of the program. Salary under the proposed contract matches the current annual salary for the position, thus the contract will have no additional financial impact on the College.

**(2) School of Journalism and Mass Media.**

Permission to search for and appoint a non-tenure track senior instructor in a multi-year appointment for the School of Journalism and Mass Media for the following reasons:

- It is difficult to attract quality senior level instructors on single year contracts.
- Tenure is not particularly applicable to these positions because they are instructional only.

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

- Similar to the Law School contract situation (above), the University proposes a three-year rolling-horizon contract, which would provide for a one year extension of the contract's ending date each year, contingent upon satisfactory annual performance reviews. The contract would remain subject to termination for adequate cause, as defined by University and Regents policies.
- This will allow a rolling three year commitment, but subject to contract termination rather than termination under the laws and policies applicable to tenured faculty.
- Attached are the terms of the proposed three-year rolling-horizon contract.

**IMPACT**

Once approved, the changes can be processed on the State Employee Information System. With respect to the Law School item, the University will then be in compliance with the ABA Accreditation Standard 405. With respect to the School of Journalism and Mass Media, the UI will be able to recruit and retain a senior instructor who is not on a tenure-track appointment.

**ATTACHMENTS**

Exhibit 1	Position Descriptions	Page 5
Exhibit 2	College of Law Contract	Page 6
Exhibit 3	College of Journalism and Mass Media Contract	Page 14

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff is aware of the ABA accreditation requirement. University officials will be prepared to discuss any further implications of the requirement.

Staff has reviewed this request for conformance with Board policy and recommends approval.



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

**BOARD ACTION**

- (1) A motion to approve the request by the University of Idaho for a five-year contract for the employment of the Director of External Programs and Instructor in Law, a full-time, fiscal year, non-tenure track appointment, in substantial conformance to the form submitted to the Board, and to authorize the Vice President of Finance and Administration of the University of Idaho to execute the contract.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

AND

- (2) A motion to approve the request by the University of Idaho for permission to search for and appoint a non-tenure track senior instructor in a multi-year appointment for the School of Journalism and Mass Media, such appointment to be under a contract in substantial conformance to the form submitted to the Board, and to authorize the Vice President of Finance and Administration of the University of Idaho to execute the contract

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**Exhibit 1  
Position Descriptions**

**NEW POSITIONS**

Position Title	Director of External Programs and Instructor in Law (Exhibit 1)
Type of Position	Administrative and Faculty (non-tenure track)
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months/five-year contract
Effective Date	December 1, 2006
Salary Range	\$95,804.80
Funding Source	Appropriated funds
Area/Department of Assignment	External and Clinical Programs
Duties & Responsibilities	Responsible for External Programs administration and teaching law courses
Justification	Multi-year contract

Position Title	Senior Instructor
Type of Position	Faculty (non-tenure track)
FTE	1.0 (1560 hours/year)
Term of Appointment	9 months/three-year rolling-horizon contract
Effective Date	December 1, 2006
Salary Range	\$32,011.20 – 36,004.80
Funding Source	Appropriated funds
Area/Department of Assignment	Journalism and Mass Media
Duties & Responsibilities	Responsible for coordinating media writing courses and teaching in writing and editing
Justification	Multi-year contract

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Lee Dillion (Employee).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University will employ Employee as the Director of External Programs and Instructor in Law, a full-time, fiscal year, non-tenure track faculty position with an administrative component. Except as otherwise provided in this Agreement, Employee remains subject to all University and Regents policies generally applicable to employees of his classification.

1.2. Reporting Relationship. Employee will report and be responsible directly to Director of Clinical Programs and to the Dean of the College of Law (Dean). Annual performance evaluations will be conducted in accordance with standard University and College of Law policies.

1.3. Duties and Performance. Employee's duties will be as described in the position description attached as **Exhibit 1-A**. The Director of Clinical Programs, in consultation with Dean and Employee, will review and, if appropriate, modify the position description on an annual basis in accordance with University and College of Law policies.

1.4. Compensation and Benefits. Employee will be paid at a fiscal year salary rate of \$95,804.80 and will be eligible for University and College changes in employee compensation, if any, in accordance with applicable guidelines. Employee will be eligible for University benefits generally applicable to employees of his classification.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on December 1, 2006 and terminating on December 1, 2011, without further action by either party, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Discipline or Termination for Adequate Cause. During the term of this Agreement, Employee may be disciplined or terminated for adequate cause, as defined by Regents and University policies, and in accordance with the process set forth in the University's Faculty-Staff Handbook.

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2.3. Termination Due to Discontinuance or Material Modification of Program. During the term of this Agreement, Employee may be terminated upon twelve (12) months written notice from the Dean if the College discontinues or materially modifies the clinical programs or external programs.

2.4. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Employee, both of which must be in writing and signed by the parties. Any renewal may be subject to the prior approval of University's Board of Regents, in accordance with the applicable Regents' policy in effect at that time. This Agreement in no way grants to Employee a claim to tenure in employment.

2.5. Process for Renewal. At least six months prior to the expiration of this Agreement, the Dean will review Employee's responsibilities, performance, and conduct during the term of the Agreement. Based on this initial review, the Dean may recommend and initiate renewal of the Agreement or may initiate a comprehensive review. The comprehensive review will be conducted by a committee consisting of the members of the College's promotion and tenure committee plus the Director of Clinical Programs. The committee will evaluate Employee's responsibilities and effectiveness in the following areas: teaching; administration; service (College, University, professional, and public); and professional writing and communications. Evidence of effectiveness should include, but is not limited to, annual performance evaluations, student evaluations, professional writing and communications, input from the Employee, and input from the relevant constituencies both within and outside the College. Upon completion of its review, the committee will issue a written report with its findings and recommendations to the Dean, with a copy to the Employee. The Dean will then determine whether to renew this Agreement and will notify the Employee in writing of his decision and the basis for the decision.

ARTICLE 3

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

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

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

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

3.5 Governing Law. This Agreement will 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 will be brought in the courts of the state of Idaho.

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

3.7 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 thereof, 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), will excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

3.8 Confidentiality. Employee hereby consents and agrees that this document may be subject to disclosure upon University's receipt of a request pursuant to the Idaho Public Records Act.

3.9 Notices. Any notice under this Agreement will 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 will 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:                    Dean  
    College of Law  
    University of Idaho  
    P.O. Box 442321  
    Moscow, Idaho 83844-2321

with a copy to:                    Director of Clinical Programs  
    College of Law  
    University of Idaho  
    P.O. Box 442322  
    Moscow, Idaho 83844-2322

the Employee:                    Last known address on file with

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University's Human Resources

Any notice will 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, will always be effective.

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

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

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

3.13 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 will be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

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

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2006.

UNIVERSITY OF IDAHO

EMPLOYEE

\_\_\_\_\_  
Lloyd Mues, Vice President for  
Finance and Administration

Lee Dillion

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by:



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\_\_\_\_\_  
Douglas Baker, Provost and Executive Vice President

Date: \_\_\_\_\_

\_\_\_\_\_  
Don Burnett, Dean  
College of Law

Date: \_\_\_\_\_

Q: Colleges: Law: Clinical Faculty – Multi-year Contract

**Exhibit 1-A**

**UI FACULTY POSITION DESCRIPTION FOR ANNUAL PERFORMANCE REVIEW for 2005  
(REVISED 7-02)**

**Date:** 1/20/06

**Department:** College of Law

**Name:** Lee Dillion

**Title/Rank:** External Programs Director

**Appointment:** Academic Year  Fiscal Year  **Other:**

**Tenure Status:** Nontenured  Tenured  **Year Tenured:**

**RESPONSIBILITIES:**

**1. Teaching/Pedagogy;**

Statement of Goals and *Objectives for the Year:*

My Teaching goal is to continue ensuring that the externship and SBLC courses provide significant opportunities for students to engage in, and reflect on, skills based activities such that they can integrate this experience with, and relate into, their doctrinal courses.

Planned Coursework::

Course No. Spring	Cr. Hr.	Course No. Fall	Cr, Hr	Course No. Summer	Cr. Hr
978 - SBLC	3	978	3	978 - SBLC	3
976 — Semester in Practice	12	972 – Legal Externship	1	973 — Public Externship	4
972 — Legal externship	1			975 —Public Externship	5

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Est % per term					
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Additional Instructional Responsibilities (Describe):

*Est. Percentage of Time:*     Spring: 60             Fall: 60             Summer: 60

**2. Scholarship (Including Teaching/Learning, Artistic Creativity, Discovery, and Application/Integration Activities)**

**Statement of Goals and Objectives for the Year:**

It remains an open question as to whether scholarship should be an element of my job description..

As noted previously, my job description has evolved tremendously over the last three years- I was hired with the idea that I would (1) develop and manage the externship program, and (2) manage an expanded Boise effort that would include additional Boise-based faculty. Scholarship was not an issue given the anticipation of significant administrative duties as coursework, faculty, and students based in Boise expanded. Obviously, this original idea has been rethought as the Boise budget has been out and faculty interest in expanded Boise efforts has not materialized.

It is in this context that scholarship may or may not be an issue, depending on how we view the Boise efforts. Furthermore, if the concept of a Business Law and Policy Center moves forward, I anticipate that would impact any decisions regarding scholarship.

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As for research topics, I have had a long-term interest in both skills training/assessment and legal ethics. To date, I have not advanced those interests through the formal scholarship route since I have not seen that as part of my job expectations or incentives.

*Note - I received a stipend in the summer of 2005, but have had difficulty managing my time to make room for the necessary research and writing. I did produce an article for the Advocate, but I do not see that as sufficient. I view this situation with some concern and will be trying to restructure my workflow so I can meet the obligations under the stipend.*

*Est. Percentage of Time:    Spring: 10        Fall: 10        Summer: 10*

**3. Advising Statement of Goals and Objectives for the Year**

My Advising goal is to be a resource for students that need assistance with curriculum planning, career advice, and skills training/assessment. I plan to continue working closely with my SBLC, SIP, and extern students to prepare them for a career following graduation. Each course includes significant training in lawyering and workplace skills.

**No. of Advisees: Undergrad (Approx):        Grad (as Major Professor): \_\_\_\_\_**

**Other Service to Students Organization/program advisers, masters/doctoral committees, etc.):**

*I am the advisor to the Negotiation competition and have assisted with the event planning for the annual Law Review Symposium.*

*Est. Percentage of Time:    Spring: 5        Fall 5        Summer 5*

**4. Extramural Service and/or University Service Statement of Goals, Objectives and Planned Activities:**

*Est. Percentage of Time:    Spring: 0        Fall: 0        Summer: 0*

**5. Extension (Outreach) Activities Statement of Goals, Objectives and Planned Activities:**

**My Extension (Outreach) Activities goal is to continue outreach and partnering efforts that include chair of the Professionalism and Ethics Section of the Idaho State Bar, chair of the CLE Section of the Idaho Law Foundation, membership on the Judicial Education Committee for the Idaho Supreme Court, membership on the Law related Education Committee of the Idaho State Bar, and board member of the Idaho Nonprofit Development Center.**

**In addition to ensuring that the Orientation Program sponsored by the Professionalism and Ethics Section of the Idaho State Bar is on a sound footing, I will be working with this section to develop additional programming for the law school. I will also be working with the Small Business Development Center, the SBA, and the Idaho Nonprofit Development Center to explore possible partnerships for the delivery of programming to target audiences.**

**Est. Percentage of Time:    Spring: 15        Fall: 15        Summer: 15**

**6. Administration**

**Statement of Goals, Objectives and Planned Activities:**

My Administration goal is to ensure that all Boise related activities have necessary administrative support. This includes assisting Dean Beard with recruitment and management of adjunct faculty, assistance with compressed video management and plan-nine, coordination of classroom and other resource needs with UI Boise administration.

*Est. Percentage of Time:    Spring: 10        Fall: 10        Summer 10*

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**7. Other Support**

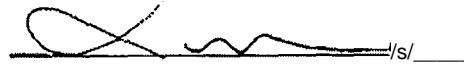
**Statement of Goals, Objectives and Planned Activities:**

Est. Percentage of Time:    Spring: \_\_\_\_\_ Fall: \_\_\_\_\_ Summer: \_\_\_\_\_

Summary of Percentage Time Allocations by Responsibility Area for Period				
Area	Planned Percentage Allocation			
	Spring	Fall	Summer	Annual
Teaching/Pedagogy	60	60	60	60
Scholarship	10	10	10	10
Advising		5	5	5
Extramural Service/University Service				
Extension (Outreach) Activities	15	15	15	IS
Administration	10	10	10	10
Other Support				
Total (All must equal 100%)	100	100	100	100

**AUTHENTICATION**


- Incumbent Faculty Member; I Agree that this is a reasonable definition of my responsibilities to the University of Idaho for the forthcoming calendar year.

  
 \_\_\_\_\_/s/ \_\_\_\_\_  
 Signature of Faculty Member

- Approval of Unit Administrator: I agree that this position description is a reasonable reflection of the stated expectations for progress towards tenure, promotion and/or continued satisfactory performance evaluation (per FSH 3140 B2).

\_\_\_\_\_ N/A at College of Law \_\_\_\_\_  
 Signature of Unit Administrator

- Approval of College Dean: I agree that this position description is a reasonable reflection of the stated expectations for progress towards tenure, promotion and/or continued satisfactory performance evaluation (per FSH 3140 B2).

  
 \_\_\_\_\_  
 Signature of Dean

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**Exhibit 3**  
**Journalism School Contract**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and \_\_\_\_\_ (Employee).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University will employ Employee as Senior Instructor in \_\_\_\_\_, a full-time, academic year, non-tenure track faculty position. Except as otherwise provided in this Agreement, Employee remains subject to all University and Regents policies generally applicable to employees of his or her classification.

1.5. Reporting Relationship. Employee will report and be responsible directly to the Chair of the Department of \_\_\_\_\_ (Chair) and to the Dean of the College of Letters, Arts and Social Sciences (Dean). Annual performance evaluations will be conducted in accordance with standard University, College, and Departmental policies.

1.6. Duties and Performance. Employee's position description will be established and reviewed in accordance with University policies.

1.7. Compensation and Benefits. Employee will be paid at an academic year salary rate of \$\_\_\_\_\_ and will be eligible for University and College changes in employee compensation, if any, in accordance with applicable guidelines. Employee will be eligible for University benefits generally applicable to employees of his classification.

1.8. Assignment and Payroll Dates. As an academic year appointee, Employee is committed to fulfill duties and assignments for 1,560 hours (19.5 bi-weeks or 39 weeks), beginning approximately one week prior to the start of the fall semester and ending after spring commencement. Pay is spread over the fiscal year. If Employee ceases to work for the University during an annual term of employment provided herein and has received more than a pro-rata portion of the annual salary to which he or she is entitled, s/he must repay the University the excess payment within 30 days after the termination of his or her service. This provision is applicable whether Employee resigns, is discharged for cause, or is granted leave of absence without pay.

ARTICLE 2

2.6. Term and Renewal. This Agreement is for a three (3) year term, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_, which may be extended under the conditions set forth in this Paragraph. University shall notify the Employee in writing no later than 60 days prior to the end of each fiscal year that (1) the

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Agreement shall be extended for a period of up to three years from the date of the extension, or (2) no extension will be granted at that time. Decisions regarding extension of the Agreement are not subject to appeal. University may nonrenew the Agreement by providing written notice to the Employee no later than sixty (60) days prior to the end of the then existing term of the Agreement. Review or appeal of the nonrenewal decision is subject to the conditions and limitations set forth University Faculty-Staff Handbook policies regarding non-reappointment at end of contract for non-tenured faculty.

2.7. Discipline or Termination for Adequate Cause. During the term of this Agreement, Employee may be disciplined or terminated for adequate cause, as defined by Regents and University policies, and in accordance with the process set forth in the University's Faculty-Staff Handbook.

**ARTICLE 3**

3.1 Funding and Appropriations. Payment of any compensation pursuant to this Agreement may be subject to the approval of the University's Board of Regents, the President, and the Dean; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and Board of Regents and University rules regarding financial exigency and program discontinuance.

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

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

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

3.5 Governing Law. This Agreement will 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 will be brought in the courts of the state of Idaho.

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

3.7 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 29 – DECEMBER 1, 2006**

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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), will excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

3.8 Confidentiality. Employee hereby consents and agrees that this document may be subject to disclosure upon University's receipt of a request pursuant to the Idaho Public Records Act.

3.9 Notices. Any notice under this Agreement will 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 will 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:                                      Provost  
University of Idaho  
P.O. Box 443152  
Moscow, Idaho 83844-3152

with a copy to:                                      Dean  
College of Letters, Arts, and Social Sciences  
University of Idaho  
P.O. Box 443154  
Moscow, Idaho 83844-3154

the Employee:                                      Last known address on file with  
University's Human Resources

Any notice will 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, will always be effective.

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

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

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

3.13 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 29 – DECEMBER 1, 2006**

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respect to the same subject matter. No amendment or modification of this Agreement will be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

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

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2006.

UNIVERSITY OF IDAHO

EMPLOYEE

\_\_\_\_\_  
Lloyd Mues, Vice President for  
Finance and Administration

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Douglas Baker, Provost and Executive Vice President

Date: \_\_\_\_\_

\_\_\_\_\_  
Katherine Aiken, Dean  
College of Letters, Arts, and Social Sciences

Date: \_\_\_\_\_



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 29 – DECEMBER 1, 2006**

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**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

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

October 2002

1. Letters of Employment

- a. All faculty employees serve pursuant to employment contracts. The employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-tenured faculty employees have no continued expectation of employment beyond their current contract of employment. Each faculty employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the faculty employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution. Each contract of employment must include a statement to the following effect and intent: "The terms of employment set forth in this letter (contract) of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of the University of Idaho), and the policies and procedures of (the institution)."
- b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 29 – DECEMBER 1, 2006**

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

**SUBJECT**

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

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**DISCUSSION**

The University of Idaho requests approval to create nineteen new positions in University Advancement supported by appropriated and non-appropriated funds: Administrative Assistant I, (two) Assistant Dean for Development, Associate Director of Gift Planning, Business Manager, (six) Development Coordinator, (four) Director of Development, Director of Annual Giving, Director of Donor Relations and Stewardship, Program Manager, and Proposal and Grant Writer.

We are now in the early stages of planning for a \$300 million campaign to seek and secure private gifts in four critical areas: faculty, students, programs and facilities. This will be the largest fundraising campaign ever attempted for any endeavor, public or private, in the state of Idaho. To successfully launch, sustain and complete a campaign of this magnitude will require a development infrastructure that we currently do not have. The positions we are seeking, together with the positions already existing, will create a fundraising enterprise more appropriate for a research university our size and, more importantly, will allow us to secure the resources we need to both move from “good to great” and to deliver on our promise of an unparalleled student experience.

Campaigns are useful tools in two ways. First, they create an important sense of urgency with donors. Second, they increase sustained annual giving. For example, private giving at the University of Idaho has averaged \$19 million annually over the past four years. We will need to double that amount to \$37.5 million in order to achieve our working campaign goal (\$300M). Following the campaign we will, if successful, sustain the annual fundraising goal at the increased “double” level (until the next campaign, at which time we will seek to increase and then sustain another “doubling”). Implementing this strategy requires an increased investment in infrastructure and “boots on the ground.” We anticipate this increased investment will be made with one-third university funds and two-thirds University of Idaho Foundation funds.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 29 – DECEMBER 1, 2006**

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

Requested development positions will be created in two specific areas: central operations and unit/colleges. Seven of the requested positions will be “central” and 12 will be “unit/college based.” This hybrid model allows us to have development professionals in the schools who intimately know the “strengths, weakness and needs” of the unit/college. It also allows us to have centrally based experts in annual fund, planned giving and corporate and foundation relations that can “serve” the unit/college development officers. All development personnel will be hired, trained, measured and managed centrally. Each development professional will have annual goals and expected outcomes:

- Development Coordinator -- \$500,000 annually, focusing on advisory board meetings, events and annual gifts from \$1,000 - \$24,999
- Development Director -- \$1 million annually, focusing on major gifts from \$25,000 to \$1 million.
- Assistant Dean, Development -- \$1.5 million annually focusing on principal gifts from \$250,000 and up.

This is an exciting time at the University of Idaho. Our ambitions and expectations for ourselves continue to rise and expand. Our commitment to providing our students with an unparalleled, life changing educational experience has never been stronger. We will not achieve these lofty goals without investment from the private sector and by extension investment in our development infrastructure.

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed this request for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the request by the University of Idaho to establish nineteen new positions in University Advancement supported by appropriated and non-appropriated funds: Administrative Assistant I, (two) Assistant Dean for Development, Associate Director of Gift Planning, Business Manager, (six) Development Coordinator, (four) Director of Development, Director of Annual Giving, Director of Donor Relations and Stewardship, Program Manager, and Proposal and Grant Writer.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$25,001.60
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for providing clerical support
Justification	New position

Position Title	Assistant Dean for Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$70,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Agricultural and Life Sciences
Duties	Responsible for leadership and management of fundraising activities
Justification	New position

Position Title	Assistant Dean for Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$70,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Engineering
Duties	Responsible for leadership and management of fundraising activities
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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

Position Title	Associate Director of Gift Planning
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$52,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for promoting donor-centered philanthropy and all phases of planned and deferred giving
Justification	New position

Position Title	Business manager
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$52,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for maintaining fiscal integrity and human resource productivity
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Agricultural and Life Sciences
Duties	Responsible for administrative support
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Engineering
Duties	Responsible for administrative support
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Law
Duties	Responsible for administrative support
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Letters, Arts and Social Sciences
Duties	Responsible for administrative support
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Natural Resources
Duties	Responsible for administrative support
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Science
Duties	Responsible for administrative support
Justification	New position

Position Title	Director of Annual Giving
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for planning, management, coordination and evaluation
Justification	New position



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Art & Architecture
Duties	Responsible for fundraising activities
Justification	New position

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Athletics
Duties	Responsible for fundraising activities
Justification	New position

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Business and Economics
Duties	Responsible for fundraising activities
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/Student Affairs
Duties	Responsible for fundraising activities
Justification	New position

Position Title	Director of Donor Relations and Stewardship
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for university-wide donor relations program
Justification	New position

Position Title	Program Manager
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$30,014.40
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for coordinating and implementing activities related to the annual giving program
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 29 – DECEMBER 1, 2006**

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

Position Title	Proposal and Grant Writer
Type of Position	Classified
FTE	.5 (1040 hours)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$16,005.60
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for research and preparation of major grant applications and funding proposals
Justification	New position

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures

January 2005

**3. Specifically Reserved Board Authority**

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

a. Position Authorizations

(1) Any permanent new position (including any reactivated position that requires a new “set-up” action), regardless of funding source, requires Board approval.

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

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

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

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 29 – DECEMBER 1, 2006**

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

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

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