

**BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010**

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY Employment Agreement – Head Football Coach	Motion to approve
2	UNIVERSITY OF IDAHO Faculty/Tenure Policy Changes	Motion to approve
3	AMENDMENT TO BOARD POLICY Section II.G.6.i - Tenure for Academic Administrators – 1 st Reading	Motion to approve

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APRIL 22, 2010

BOISE STATE UNIVERSITY

SUBJECT

Approval of a New Employment Agreement and Addendum with Chris Petersen and Related Changes to the Deferred Compensation Plan

REFERENCE

February 2007	Board approves five year contract for Chris Petersen
October 2007	Board amends compensation section of the contract
December 2009	Board approves deferred compensation plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-107C

BACKGROUND/DISCUSSION

Chris Petersen is the Head Football Coach at Boise State University. Following the end of the 2009 season, the University and Mr. Petersen entered into contract negotiations.

The pertinent terms of the proposed contract are as follows:

Term: Five years (February 1, 2010 – January 31, 2015). This agreement also includes a “rolling five year” contract extension clause in any season where the football team wins at least eight games. Section 2.3 of the Agreement provides that an eight win season will add one year to the contract.

Regular Compensation:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2010 – January 31, 2011	\$1,044,053
February 1, 2011 – January 31, 2012	\$1,140,000
February 1, 2012 – January 31, 2013	\$1,240,000
February 1, 2013 – January 31, 2014	\$1,340,000
February 1, 2014 – January 31, 2015	\$1,440,000

Any extension years from Section 2.3 will raise the compensation by \$50,000 per extension year added.

The University will also pay Mr. Petersen a one-time payment of \$10,500 upon the execution of the new Contract as recognition of Mr. Petersen’s Bear Bryant Coach of the Year recognition award for the second time.

Additional Pay for Performance:

\$75,000 for winning the conference championship; or

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\$35,000 for a post season bowl appearance without a conference championship; or
\$125,000 if the football team participates in any one of the five Bowl Championship Series (BCS) games.

Academic Incentive Pay: \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Public Relations Account: \$7,500 annually to be used for reimbursement of meals and other activities relating to furtherance of the business of the university.

Longevity Incentives: As long as Mr. Petersen remains continuously employed through the end of each contract year (February 1), then he is eligible to receive the following payments:

February 1, 2011	\$200,000
February 1, 2012	\$100,000
February 1, 2013	\$100,000
February 1, 2014	\$100,000
February 1, 2015	\$100,000

Supplemental Compensation: The university will allow the coach the opportunity to earn supplemental compensation by participating in youth football camps.

Deferred Compensation Plan: The University will, twice per year, make contributions to the deferred compensation plan the Board established for the benefit of Mr. Petersen. The total payment each year cannot exceed the lesser of the amount allowed by the IRS under section 401(a)(17) or \$250,000. The current 401(a)(17) limit is \$245,000, so in the first year of the contract the University will make two payments totaling \$245,000 to the deferred compensation plan. Future years will be no more than \$250,000.

Buy-Out Provision: If Mr. Petersen terminates his employment agreement prior to 1/31/2015, he will be required to pay \$650,000 as repayment of compensation, benefits and perquisites paid in anticipation that he would serve the entirety of the term of the agreement. Provided, however, that Mr. Petersen will not be obligated to make said payment if he leaves for a position in one of the following areas: as a coach in NCAA Division II, NCAA Division III or NAIA football, as an assistant coach in a Football Bowl Subdivision (FBS) or Football Championship Subdivision (FCS) university outside the conference in which Boise State is then a member, or in sports related media.

IMPACT

The contract will confirm the continuity of the program and ensure stability in the relationship with Mr. Petersen. The contract will provide for additional years of

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contract service and raises following the continued success of the program. Also, an important change from the prior agreement is that the performance increases for Mr. Petersen are now set in their amount and are no longer percentage increases based on prior year performance.

No portion of Mr. Petersen's compensation comes from State appropriated General Funds.

ATTACHMENTS

Attachment 1 – Proposed Contract Base	Page 5
Attachment 1a – Proposed Contract Base (redline)	Page 19
Attachment 2 – Proposed Contract Addendum #1	Page 33
Attachment 2a – Proposed Contract Addendum #1 (redline)	Page 39
Attachment 3 – Boise State University Section 403(b) Base Plan	Page 45

STAFF COMMENTS AND RECOMMENDATION

This is a new Employment Agreement and Addendum for Chris Petersen, which revises the terms and compensation amounts since his contract was last amended by the Board.

Attachments 1 and 1a (“Employment Agreement”) contain the terms, duties, responsibilities and conditions of employment. Attachments 2 and 2a (“Addendum #1”) contain additional terms and compensation.

The general terms and compensation amounts are summarized in the Background/ Discussion, above. Mr. Petersen's annual compensation, not including additional pay for performance, would be as follows:

Contract Year Ending	Regular Compensation	Deferred Compensation	Total Guaranteed Compensation	Longevity Incentive	TOTAL
1/31/2011	\$1,044,053	\$245,000	\$1,289,053	\$200,000	\$1,489,053
1/31/2012	\$1,140,000	\$250,000	\$1,390,000	\$100,000	\$1,490,000
1/31/2013	\$1,240,000	\$250,000	\$1,490,000	\$100,000	\$1,590,000
1/31/2014	\$1,340,000	\$250,000	\$1,590,000	\$100,000	\$1,690,000
1/31/2015	\$1,440,000	\$250,000	\$1,690,000	\$100,000	\$1,790,000

Mr. Petersen would also receive a one-time payment \$10,500 in 2010 for receiving a coach of the year award.

At its November 2009 meeting the Board approved the University's Section 403(b) Base Plan (see Attachment 3) and Section 415(m) Qualified Governmental Excess Benefit Plan. Section 12 of Addendum #1 incorporates by reference the Base Plan and Excess Plan and establishes the payment schedule into the deferred compensation plans. Contributions to the Base Plan are structured as a percentage of salary, but the plan cannot consider compensation in excess of the compensation limit in Section 401(a)(17), which is \$245,000 for

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2010. Contributions to the Base Plan cannot exceed the limit (\$49,000 for 2010) on plan contributions (as set by Internal Revenue Code Section 415) when added to other section 403(b) contributions Mr. Petersen has for the year. The Excess Plan is designed to receive the contributions in excess of the Section 415 limit.

The University used the Board's tax counsel to draft amendments to the Section 403(b) Base Plan needed to conform to the new contract. The University's tax attorney will be submitting the Section 403(b) and Section 415(m) Plans to the Internal Revenue Service (IRS) for Private Letter Rulings (PLRs). PLRs are taxpayer-specific rulings provided by the IRS in response to requests made by a taxpayer. Federal law stipulates that PLRs cannot be used or cited as precedent. Staff recommends that the Board consider and take timely action on any Plan amendments requested by the IRS.

BOARD ACTION

A motion to approve the request by Boise State University to enter into a new Employment Agreement with Chris Petersen as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve the revisions to the deferred compensation plan as submitted, subject to the conditions and limitations set forth below:

1. The Plans are adopted subject to IRS approval; and
2. The Board cannot guarantee the tax consequences of the plans pending IRS action.
3. The Board authorizes the University to execute on its behalf applications for IRS Private Letter Rulings with respect to the plans.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**EMPLOYMENT AGREEMENT
2010-2015**

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

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with an NCAA Football Bowl Subdivision head football coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on February 1, 2010 and terminating, without further notice to Coach, on January 31, 2015 unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement

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

2.3. Extensions to Initial Term. The term of this Agreement shall be extended by one (1) additional year for each season in which the football team has at least eight (8) regular season (not including bowl games) victories. Meaning, one (1) additional year is added for each eight (8) win season.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) regular season games. If any season results in less than eight (8) regular season victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a season with eight (8) regular season victories follows such year or a potential rolling three (3) year term if a subsequent season is less than eight (8) victories. Subsequent seasons of eight (8) victories or more, or less than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

ARTICLE 3

3.1 Regular Compensation.

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

- a) A base salary as set forth in the attached Addendum section 7, generally payable in biweekly installments in accordance with normal University procedures (except as provided in 3.2.2 and in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Compensation terms. As set forth in the attached Addendum.

3.2.1 Any additional or supplemental compensation paid to Coach may be accompanied with a detailed justification for the compensation and such justification

shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation (Addendum section 7) hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

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

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

3.4 Additional Compensation. Coach may be eligible (as provided in the terms of the Addendum) to receive additional pay for performance, academic incentive pay, longevity payments and deferred compensation as set forth in Addendum sections 7.d, 8, 9, 12 and 13.

ARTICLE 4

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

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

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

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

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

(d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

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

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

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

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

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 24 hours prior to such activity.

ARTICLE 5

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

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

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

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

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to continue to pay Coach, as liquidated damages and not a penalty, the then applicable regular compensation as set forth in sections 3.1.1 and 3.2.2 (and the attached Addendum sections 7 and 13) only (with no future increases), excluding all deductions required by law, on the regular paydays of the

University (and the listed contribution dates in Addendum section 13) until the term of this Agreement (as the term then exists with earned extensions (if any) pursuant to section 2.3 but without further opportunity to earn additional extensions pursuant to section 2.3) ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1 and 3.2.2 (before deductions required by law) by the gross compensation paid to the Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law (a "Severance Reduction"). In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation under this Agreement or the Addendum or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

5.2.4 The parties acknowledge that the Internal Revenue Service has announced in Notice 2007-62 that it will provide guidance under Internal Revenue Code section 457(f) (the "IRS Guidance") that may result in some or all of the payments described in this section 5.2.2 to be taxable to Coach before the scheduled payment date. To the extent the IRS Guidance so applies and amounts payable hereunder are not grandfathered in the opinion of the University's counsel, the University shall pay the Applicable Portion (as defined below) of amounts due under section 5.2.2 before the

scheduled payment date (a "Tax Distribution"). Each subsequent payment shall be reduced by a prorated portion of any Tax Distribution. Any Severance Reduction that occurs after a Tax Distribution shall be applied first to reduce amounts that are taxable when paid and then to amounts that have previously been taxed. If a Severance Reduction applies and the remaining amounts payable hereunder are not sufficient to fully apply such reduction because of a Tax Distribution, then Coach shall pay the University such deficiency in equal installments over the remainder of the payment term. If the University's counsel deems it necessary, the parties shall also work in good faith to amend this Agreement to comply with the IRS Guidance in a manner that maintains the economic arrangement of section 5.2.2 to the maximum extent possible and is in the best interests of the University and Coach generally. The "Applicable Portion" means the amount the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on amounts described in section 5.2.2 that are taxable before the scheduled payment date under Code section 457(f). All payments under this section 5.2 will be made in accordance with the requirements of Internal Revenue Code section 409A, and there will be no acceleration or deferral of payments except as permitted under Internal Revenue Code section 409A

5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience prior to January 31, 2015 and at any time on or before January 31, 2015 commences Impermissible Employment (as defined in this section 5.3.3), then the Coach, as a repayment of compensation, benefits and perquisites paid to him under this Agreement in anticipation by the University that he would serve as head coach of the Team through January 31, 2015, shall be obligated to pay to the University the sum of \$650,000; this payment shall be due and payable within ninety (90) days of the effective date of the commencement of Impermissible Employment, and any unpaid amount shall bear simple interest at the rate twelve (12) percent per annum until paid. For purposes of this Section 5.3.3, "Impermissible Employment" means employment in football, coaching or any capacity in sports (whether by title of the position or by performing the duties regularly associated

with such Impermissible Employment), other than employment (a) as a coach in NCAA Division II, NCAA Division III or NAIA football, (b) as an assistant coach in Division I (FBS or FCS) football at a college or university outside the conference in which the University is then a member, or (c) in sports related media.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing provision imposing a repayment obligation on Coach, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, that the University will lose the benefit of its investment in the Coach, and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which amounts are extremely difficult to determine with certainty. The parties further agree that the payment of this obligation by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for any and all damages and injury suffered by it because of such termination by Coach. The Coach's repayment obligation is not, and shall not be construed to be, a penalty.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive any form of compensation described in herein and in the attached Addendum that he has not earned or accrued based his service through the effective date of his termination.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

6.5 Severability and Survival. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect. To the extent necessary to enforce a term of this Agreement after the expiration or termination of this Agreement, the relevant and necessary terms shall survive such expiration or termination.

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

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

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

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

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

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

with a copy to: President
 1910 University Drive

Boise, Idaho 83725-1000

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

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

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

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

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

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

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

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

UNIVERSITY

COACH

Robert Kustra, President Date

Chris Petersen Date

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

EMPLOYMENT AGREEMENT
2010-2015

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

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a ~~Division I~~ Aan NCAA Football Bowl Subdivision head football coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on February 1, ~~2007~~2010 and terminating, without further notice to Coach, on January 31, ~~2012~~2015 unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement

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

2.3. Extensions to Initial Term. The term of this Agreement shall be extended

by one (1) additional year for each season in which the football team has at least eight (8) regular season (not including bowl games) victories. Meaning, one (1) additional year is added for each eight (8) win season.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) regular season games. If any season results in less than eight (8) regular season victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a season with eight (8) regular season victories follows such year or a potential rolling three (3) year term if a subsequent season is less than eight (8) victories. Subsequent seasons of eight (8) victories or more, or less than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

ARTICLE 3

3.1 Regular Compensation.

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

- a) A base salary as set form in the attached Addendum; section 7, generally payable in biweekly installments in accordance with normal University procedures (except as provided in 3.2.2 and in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty—exempt, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental—Compensation terms. As set forth in the attached Addendum.

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

3.2.2 The Coach may receive the compensation (Addendum section 7) hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

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

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA

rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

3.4 Additional Compensation. Coach may be eligible (as provided in the terms of the Addendum) to receive additional pay for performance, academic incentive pay, longevity payments and deferred compensation as set forth in Addendum sections 7.d, 8, 9, 12 and 13.

ARTICLE 4

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

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

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

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

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

shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

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

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

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

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

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of

higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director, giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 24 hours prior to such activity.

ARTICLE 5

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

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

- a) A deliberate or major or repetitive violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major or repetitive violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to continue to pay Coach, as liquidated damages and not a penalty, the “total salary” then applicable regular compensation as set forth in sections 3.1.1 and 3.2.2 (and the attached Addendum sections ~~3-k7~~ and ~~7-e13~~) only (with no future increases), excluding all deductions required by law, on the regular paydays of the University (and contribution days in Addendum section 13) until the term of this Agreement (as the term then exists with earned extensions (if any) pursuant to section 2.3 but without further opportunity to earn additional extensions pursuant to section 2.3) ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1 and 3.2.2 (before deductions required by law) by the gross compensation paid to the Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law (a "Severance Reduction"). In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation under this Agreement or the Addendum or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute

adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 The parties acknowledge that the Internal Revenue Service has announced in Notice 2007-62 that it will provide guidance under Internal Revenue Code section 457(f) (the "IRS Guidance") that may result in some or all of the payments described in this section 5.2.2 to be taxable to Coach before the scheduled payment date. To the extent the IRS Guidance so applies and amounts payable hereunder are not grandfathered in the opinion of the University's counsel, the University shall pay the Applicable Portion (as defined below) of amounts due under section 5.2.2 before the scheduled payment date (a "Tax Distribution"). Each subsequent payment shall be reduced by a prorated portion of any Tax Distribution. Any Severance Reduction that occurs after a Tax Distribution shall be applied first to reduce amounts that are taxable when paid and then to amounts that have previously been taxed. If a Severance Reduction applies and the remaining amounts payable hereunder are not sufficient to fully apply such reduction because of a Tax Distribution, then Coach shall pay the University such deficiency in equal installments over the remainder of the payment term. If the University's counsel deems it necessary, the parties shall also work in good faith to amend this Agreement to comply with the IRS Guidance in a manner that maintains the economic arrangement of section 5.2.2 to the maximum extent possible and is in the best interests of the University and Coach generally. The "Applicable Portion" means the amount the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on amounts described in section 5.2.2 that are taxable before the scheduled payment date under Code section 457(f). All payments under this section 5.2 will be made in accordance with the requirements of Internal Revenue Code section 409A, and there will be no acceleration or deferral of payments except as permitted under Internal Revenue Code section 409A

5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the

termination. If the Coach terminates this Agreement for his convenience prior to January 31, 2015 and pursues employment in football, coaching or any capacity in sports he shall pay to the University, as liquidated damages and not a penalty, for the breach of at any time on or before January 31, 2015 commences Impermissible Employment (as defined in this section 5.3.3), then the Coach, as a repayment of compensation, benefits and perquisites paid to him under this Agreement the following sum: (a) if the Agreement is terminated before the final game in anticipation by the University that he would serve as head coach of the 2009 football season (including a bowl game), Team through January 31, 2015, shall be obligated to pay to the University the sum of \$750,000.00; (b) if the Agreement is terminated after the final game of the 2009 football season (including a bowl game) but before the final game of the 2010 football season (including a bowl game), the sum of \$550,000.00. The liquidated damages; this payment shall be due and payable within ten (10) ninety (90) days of the effective date of the termination commencement of Impermissible Employment, and any unpaid amount shall bear simple interest at a the rate twelve (12) percent per annum until paid.- For purposes of this Section 5.3.3, "Impermissible Employment" means employment in football, coaching or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such Impermissible Employment), other than employment (a) as a coach in NCAA Division II, NCAA Division III or NAIA football, (b) as an assistant coach in Division I (FBS or FCS) football at a college or university outside the conference in which the University is then a member, or (c) in sports related media.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision imposing a repayment obligation on Coach, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach and, that the University will lose the benefit of its investment in the Coach, in addition to and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which damages amounts are extremely difficult to determine with certainty.- The parties further agree that the payment of such liquidated damages this obligation by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the any and all damages and injury suffered by it because of such termination by Coach. The liquidated damages are Coach's repayment obligation is not, and shall not be construed to be, a penalty.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments any form of compensation described in herein and in the attached Addendum that he has not earned or accrued based his service through the effective date of his termination.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the

Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

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

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

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

6.5 Severability; and Survival. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect. To the extent necessary to enforce a term of this Agreement after the expiration or termination of this Agreement, the relevant and necessary terms shall survive such expiration or termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNIVERSITY

COACH

Robert Kustra, President Date

Chris Petersen Date

Approved by the Board on the ____ day of _____, ~~2007~~2010.

ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT – 2010 to 2015

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2010, subject to the approval of the State Board of Education.

2. The COACH is hired for the position of Head Football Coach.

3. Accordingly, the following terms as used in the Agreement will be defined as indicated:

- a. "Position" will mean the position described in paragraph 2, above.
- b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
- c. "Program" shall mean the Football program.
- d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
- e. "NCAA" means the National Collegiate Athletic Association.
 - 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
- f. "Athletic Director" means the BSU Director of Athletics or his designee.
- g. "Coaching" means to direct and supervise the athletes participating in the program.
- h. "BAA" means the Bronco Athletic Association.
- i. "Post-season" means participation in a Bowl game.
- j. "BCS" mean the Bowl Championship Series organization.

4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence February 1st, 2010 and shall continue until the Agreement terminates on the 31st day of January, 2015; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

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

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

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

The University shall have the right to use the COACH's name, likeness and image to promote the Team, the Athletics Department and the University and the right to license COACH's name, likeness and image in a manner that is in good taste and will not negatively reflect upon the COACH.

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

7. Regular Compensation: COACH will be compensated for services (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2010 – January 31, 2011	\$1,044,053
February 1, 2011 – January 31, 2012	\$1,140,000
February 1, 2012 – January 31, 2013	\$1,240,000
February 1, 2013 – January 31, 2014	\$1,340,000
February 1, 2014 – January 31, 2015	\$1,440,000

Pursuant to Section 2.3 of the Agreement, for each additional year added to the term of this Agreement, Coach shall receive a \$50,000 increase in Regular Compensation beginning February 1 of each additional year so added.

The Regular Compensation outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations or other third parties that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement). In such cases, the University is not legally obligated to make payments to the COACH to the extent that such amounts are actually payable by such third parties and the COACH will be responsible for all taxes including, without limitation, withholding taxes related to payments by such third parties.

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

b. Coach of the Year. For receiving a second “Bear Bryant Coach of the Year” award, the University shall make a one-time payment of \$10,500 to COACH upon execution of this Agreement.

8. Additional Pay based upon performance (Agreement section 3.2.1) relating to regular season and post season competition shall be based on one of the following (whichever is greater):

- (i) \$75,000 for winning the conference championship; or,
- (ii) \$35,000 for a post season bowl appearance without a conference championship; or,
- (iii) \$125,000 if the football team participates in any one of the five BCS bowl games.

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

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

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

10. COACH shall have a “public relations” account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the

furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

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

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

- a. If COACH stays employed in the position until February 1, 2011 without being in material breach the University will pay the sum of \$200,000 to the COACH.
- b. If COACH stays employed in the position until February 1, 2012 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- c. If COACH stays employed in the position until February 1, 2013 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- d. If COACH stays employed in the position until February 1, 2014 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- e. If COACH stays employed in the position until February 1, 2015 without being in material breach the University will pay the sum of \$100,000 to the COACH.

13. Certain Contributions to a Section 403(b) Plan and Excess Benefit Plan: In addition to other retirement plans sponsored by the University that are available to COACH, the University shall make nonforfeitable contributions to COACH's account under The Boise State University Section 403(b) Base Plan ("Base Plan") for the each calendar year of COACH's employment as provided in this section 13. The University contributions to COACH's account under the Base Plan shall (except as limited by section 415(c) of the Internal Revenue Code, as amended ("Code")) be equal to the following percentages (but in no case to exceed \$250,000) of his Base Plan allowable compensation (as compensation is defined in the Base Plan and as it is limited by section 401(a) (17) of the Code) for such years, provided that COACH is continuously employed by the University up to and including each of the dates listed for each year and is not in material breach of this Agreement:

- 2010 - 50% on 7/15/2010 and 50% on 12/31/2010*
- 2011 - 50% on 7/15/2011 and 50% on 12/31/2011*
- 2012 - 50% on 7/15/2012 and 50% on 12/31/2012*
- 2013 - 50% on 7/15/2013 and 50% on 12/31/2013*
- 2014 - 50% on 7/15/2014 and 50% on 12/31/2014*

(*Note: Provided, however, that, subject to and in accordance with the terms of the Plan, if the Agreement is terminated due to any reason, with or without cause, during the course of the year, then the University will only make the prorated contribution attributed to the length of service performed so far for the calendar year in which the Agreement is so terminated.)

ATTACHMENT 2

If in any year, the contribution percentage listed above would cause the Base Plan contribution to exceed the maximum limits for contributions to the Base Plan as set forth under section 415(c) of the Code, then such excess amounts shall be handled in a manner set forth under The Boise State University Qualified Governmental Excess Benefit Plan (“Excess Plan”). Notwithstanding anything to the contrary, the Base Plan and the Excess Plan shall be incorporated into the Agreement by reference and their terms shall override any inconsistent terms of the Agreement. Contributions to the Base Plan and the Excess Plan will be made as soon as administratively feasible after the University determines the COACH has satisfied the eligibility requirements for the contributions.

COACH

BOISE STATE UNIVERSITY

Chris Petersen
Head Football Coach

By: _____
Robert W. Kustra
President

Date

Date

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

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ADDENDUM NO. 21 TO EMPLOYMENT AGREEMENT – 2010 to 2015

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of ~~October, 2009~~ February, 2010, subject to the approval of the State Board of Education and ~~replaces the Addendum No.1 to Employment Agreement dated the 1st day of February, 2007.~~
2. The COACH is ~~being~~ hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
 - a. "Position" will mean the position described in paragraph 2, above.
 - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
 - c. "Program" shall mean the Football program.
 - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
 - e. "NCAA" means the National Collegiate Athletic Association.
 1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
 - f. "Athletic Director" means the BSU Director of Athletics or his designee.
 - g. "Coaching" means to direct and supervise the athletes participating in the program.
 - h. "BAA" means the Bronco Athletic Association.
 - i. "Post-season" means participation in a Bowl game.
 - j. "BCS" mean the Bowl Championship Series organization.
 - k. ~~"Total Salary" means the total of the base salary and supplemental compensation as described in sections 7.a, 7.b and 7.c in any one year period.~~

4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence ~~October~~February 1st, ~~2009~~2010 and shall continue until the Agreement terminates on the 31st day of January, ~~2012~~2015; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

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

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

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

The University shall have the right to use the COACH's name, likeness and image to promote the Team, the Athletics Department and the University and the right to license COACH's name, likeness and image in a manner that is in good taste and will not negatively reflect upon the COACH.

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

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

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

<u>YEAR</u>	<u>COMPENSATION</u>
October 1, 2009 – January 31, 2010	\$150,000 (annualized)

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

<u>YEAR</u>	<u>COMPENSATION</u>
October 1, 2009 – January 31, 2010	\$837,650 (annualized)

~~c. Total Salary (total of a. and b. annualized rate above) is \$987,650.~~

~~Regular Compensation: COACH will be compensated for services (from media/public appearance/donations/non-state funds) under the Agreement with a base salary as referred to in section 3.1 of the Agreement as follows:~~

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2010 – January 31, 2011	\$1,044,053
February 1, 2011 – January 31, 2012	\$1,140,000
February 1, 2012 – January 31, 2013	\$1,240,000
February 1, 2013 – January 31, 2014	\$1,340,000
February 1, 2014 – January 31, 2015	\$1,440,000

Pursuant to Section 2.3 of the Agreement, for each additional year added to the term of this Agreement, Coach shall receive a \$50,000 increase in Regular Compensation beginning February 1 of each additional year so added.

The ~~Total Salary~~Regular Compensation outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations or other third parties that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY (as referred to in section 3.3 of the Agreement). In such cases, the University is not legally obligated to make payments to the COACH to the extent that such amounts are actually payable by such third parties and the COACH will be responsible for all taxes including, without limitation, withholding taxes related to payments by such third parties.

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

- ~~◆ 8 wins = 5% increase in total salary~~

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

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

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

~~b. Coach of the Year. For receiving a second "Bear Bryant Coach of the Year" award, the University shall make a one-time payment of \$10,500 to COACH upon execution of this Agreement.~~

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

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

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

~~b. Supplemental pay) relating to regular season and post season competition shall be based on one of the following: (whichever is greater):~~

- ~~(i) 1/12th of Total Salary \$75,000 for winning the conference championship; or,~~
- ~~(ii) 5% of Total Salary \$35,000 for a post season bowl appearance without a conference championship; or,~~
- ~~(iii) \$100125,000 if the football team participates in any one of the five BCS bowl games.~~

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

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

- a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

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

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

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

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

- a. If COACH stays employed in the position until February 1, 2011 without being in material breach the University will pay the sum of \$200,000 to the COACH.
- b. If COACH stays employed in the position until February 1, 2012 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- c. If COACH stays employed in the position until February 1, 2013 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- d. If COACH stays employed in the position until February 1, 2014 without being in material breach the University will pay the sum of \$100,000 to the COACH.
- e. If COACH stays employed in the position until February 1, 2015 without being in material breach the University will pay the sum of \$100,000 to the COACH.

13. Certain Contributions to a Section 403(b) Plan and Excess Benefit Plan: In addition to other retirement plans sponsored by the University that are available to COACH, the University shall make nonforfeitable contributions to COACH's account under The Boise State University Section 403(b) Base Plan (“Base Plan”) for the ~~2009, 2010, 2011 and 2012~~ each calendar ~~years~~ year of COACH's employment as provided in this section ~~12.13~~. The University contributions to COACH's account under the Base Plan shall (except as limited by section 415(c) of the Internal Revenue Code, as amended (“Code”)) be equal to the following percentages (but in no case to exceed \$250,000) of his Base Plan allowable compensation (as compensation is defined in the Base Plan and as it is limited by section 401(a) (17) of the Code ~~[which for the year 2009 is \$245,000])~~) for such years, provided that COACH is continuously employed by the University up to and including each of the dates listed for each year and is not in material breach of this Agreement:

~~2009 (12/15/2009)~~ 51%

~~2010 (12/15/2010)~~ 56%

~~2011 (12/31/2011)*~~ 100%

~~2012 (12/31/2011)*~~ 64%*

~~(*Note: COACH must remain continuously employed through December 31, 2011 and must agree to coach the bowl game (if any) of the 2011 season to receive the 2011 and 2012 contributions, even if the bowl game is after December 31, 2011)~~

- 2010 - 50% on 7/15/2010 and 50% on 12/31/2010*
- 2011 - 50% on 7/15/2011 and 50% on 12/31/2011*
- 2012 - 50% on 7/15/2012 and 50% on 12/31/2012*
- 2013 - 50% on 7/15/2013 and 50% on 12/31/2013*
- 2014 - 50% on 7/15/2014 and 50% on 12/31/2014*

(*Note: Provided, however, that, subject to and in accordance with the terms of the Plan, if the Agreement is terminated due to any reason, with or without cause, during the course of the year, then the University will only make the prorated contribution attributed to the length of service performed so far for the calendar year in which the Agreement is so terminated.)

If in any year, the contribution percentage listed above would cause the Base Plan contribution to exceed the maximum limits for contributions to the Base Plan as set forth under section 415(c) of the Code, then such excess amounts shall be handled in a manner set forth under The Boise State University Qualified Governmental Excess Benefit Plan ("Excess Plan"). Notwithstanding anything to the contrary, the Base Plan and the Excess Plan shall be incorporated into the Agreement by reference and their terms shall override any inconsistent terms of the Agreement. Contributions to the Base Plan and the Excess Plan will be made as soon as administratively feasible after the University determines the COACH has satisfied the eligibility requirements for the contributions.

COACH

BOISE STATE UNIVERSITY

Chris Petersen
Head Football Coach

By: _____
Robert W. Kustra
President

Date

Date

Approved by the State Board of Education on the _____ day of _____, 2010.

THE BOISE STATE UNIVERSITY SECTION 403(b) BASE PLAN

Effective December 1, 2009

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Section 1 Definition of Terms Used

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 Account

The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 Account Balance

The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the earnings or loss of each Annuity Contract or a Custodial Account {net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 Administrator

The Employer or its delegate.

1.4 Annuity Contract

A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the State of Idaho and that includes payment in the form of an annuity.

1.5 Beneficiary

The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 Custodial Account

The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 Code

The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 Disabled

The definition of disability provided in the applicable Individual Agreement.

1.9 Employee

Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.10 Employer

Boise State University

1.11 Funding Vehicles

The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.12 Includible Compensation

An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 32(f), 401(k), 403(b), or 457(b) of the Code. The amount of Includible Compensation is determined without regard to any community property laws.

A former Employee is deemed to have monthly Includible Compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of the next 5 taxable years. The amount of the monthly Includible Compensation is equal to one-twelfth of the former Employee's Includible Compensation during the Employee's most recent year of service. No contribution shall be made after the end of the Employee's fifth taxable year following the year in which the Employee terminated employment.

1.13 Individual Agreement

The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.14 Participant

An Employee who is designated by the Employer to be a Participant.

1.15 Plan

The Boise State University Section 403(b) Base Plan.

1.16 Plan year

The calendar year.

1.17 Related Employer

The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.18 Severance from Employment

For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.19 Vendor

The provider of an Annuity Contract or Custodial Account.

1.20 Valuation Date

Each business day.

Section 2 Contributions

2.1 Contributions

The Employer shall determine its contribution to the Plan for each Plan Year, provided that for the 2009, 2010, 2011, ~~and 2012~~, 2013 and 2014 Plan Years the Employer

contribution allocated to each Participant's Account shall (except as limited by Section 3) equal the following percentages of the Participant's Includible Compensation for such years, provided that the Participant is continuously employed by the Employer up to and including each of the dates listed for each Plan Year (and subsequent periods as specified in an employment agreement with the Employer) and is not in material breach of an employment agreement with the Employer:

2009 (12/15/09)
51%
~~2010 (12/15/10)~~
50% on 7/15/10
50% on 12/31/10
~~2011 (12/31/11)~~
40% on 7/15/11
50% on 12/31/11
~~2012 (12/31/11)~~
64% on 7/15/12
50% on 12/31/13
2013
50% on 7/15/13
50% on 12/31/13
2014
50% on 7/15/14
50% on 12/31/14

If the Participant's employment agreement with the Employer terminates due to any reason, with or without cause during the course of a year, the Employer will make a prorated contribution based on the number of calendar days in the year before the employment agreement terminates, except that no contribution will be made for a year in which the Participant's employment agreement with the Employer terminates due to material breach by the Participant.

All contributions under the Plan are nonforfeitable.

Section 3 Limitations on Annual Additions

3.1 Maximum Annual Addition.

Subject rules of Code section 415(c) as applicable to Code section 403(b) plans, the Annual Addition that may be contributed or allocated to a Participant's Account for a limitation year shall not exceed the lesser of:

- (a) \$49,000, as adjusted for increases in the cost-of-living under Code section 415(d) for periods after 2009, or
- (b) 100 percent of the Participant's Includible Compensation for the Limitation Year.

The Limitation Year is the calendar year. The terms Annual Addition and Includible Compensation are defined for purposes of this limitation by sections of the Code and Treasury Regulations applicable to Code section 403(b) plans.

3.2 **Coordination with Other Plans.**

The Annual Additions that may be credited to a Participant's Account under this Plan for any Limitation Year will not exceed the maximum described in section 3.1, reduced by the Annual Additions credited to the Participant's Account under any other section 403(b) plans maintained by the Employer in addition to the Plan and any other defined contributions plans maintained by an employer that is controlled by the Participant, provided in the later case that that the Administrator receives sufficient information from the Participant concerning his or her participation in such defined contribution plan. The contributions allocated to a Participant's Account under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

3.3 **Incorporation of Section 415 Regulations by Reference.**

This Plan incorporates by reference the Final Treasury Regulations under Internal Revenue Code section 415.

Section 4 Benefit Distributions

4.1 **Benefit Distributions at Severance From Employment or Other Distribution Event**

Except as permitted under Section 7 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

4.2 **Small Account Balances**

The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000 and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

4.3 **Minimum Distributions**

Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in

accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

4.4 Rollover Distributions

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 5 Rollovers to the Plan and Transfers

5.1 Rollovers to the Plan and Transfers

No rollovers or transfers shall be permitted to be made to the Plan.

Section 6 Investment of Contributions

6.1 Manner of Investment

All amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

6.2 Investment of Contributions

Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity

Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

6.3 Current Vendors

The Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 7 Amendment and Plan Termination

7.1 Termination of Contributions

The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

7.2 Amendment and Termination

The Employer reserves the authority to amend or terminate this Plan at any time.

7.3 Distribution Upon Termination of the Plan

The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 8 Miscellaneous

8.1 Non-Assignability

Except as provided in Section 8.2 and 3.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and nontransferable.

8.2 Domestic Relation Orders

Notwithstanding Section 8.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other

dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

8.3 IRS Levy

Notwithstanding Section 8.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

8.4 Tax Withholding

Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

8.5 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

8.6 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

8.7 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan.

For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

8.8 Incorporation of Individual Agreements

The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

8.9 Governing Law

The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

8.10 Headings

Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

8.11 Gender

Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ____ day of _____, _____.

Employer: _____

By: _____

Title: _____

Date signed: _____

Effective Date of the Plan: December 1, 2009

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

UNIVERSITY OF IDAHO

SUBJECT

Promotion and tenure policy changes.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

University of Idaho policies on promotion and tenure are found in the Faculty-Staff Handbook (FSH). SBOE/Regents policy II.G.1.d(3) states that institutions must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty. SBOE/Regents policy II.G.6.b(2) requires the institutions to develop policies for the acquisition of tenure that are consistent with the general philosophy and policy statement of the Board.

Changes to the University's promotion and tenure policies began in 2006 with the formation of a sub-committee of Faculty Affairs to review and clarify current promotion and tenure processes. In 2007-08 a second sub-committee was formed for further review of the tenure and promotion policy, to simplify the forms, to include interdisciplinary activities, to tie annual evaluations to position descriptions, and to better connect promotion and tenure policies to the University's Strategic Action Plan goals. The attached policy revisions are the outcome of the sub-committee work.

In accordance with University of Idaho policies, the policy change proposals by the sub-committee first went to the Faculty Senate for review and approval and finally to the full Faculty. Approval of the full Faculty occurred at the January 21, 2010 faculty meeting.

IMPACT

The proposed policy changes do not have a direct fiscal impact on the University.

ATTACHMENTS

Attachment 1 – Proposed Revisions to FSH 1565	Page 3
Attachment 2 – Proposed Revisions to FSH 3520	Page 21
Attachment 3 – Proposed Revisions to FSH 3560	Page 33
Attachment 4 – Proposed Revisions to FSH 3570	Page 41

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

STAFF COMMENTS AND RECOMMENDATIONS

The proposed policy changes to the UI faculty-staff handbook include revisions in the sections on Academic Ranks and Responsibilities, Faculty Tenure, Faculty Promotions, and Professional Portfolio. Staff finds that the changes satisfy Board Policy for establishing criteria for initial appointment to faculty rank and for promotion in rank at an institution, and recommends approval.

BOARD ACTION

A motion to approve changes to University of Idaho policies on faculty promotion and tenure as set forth in the materials submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ACADEMIC RANKS AND RESPONSIBILITIES

PREAMBLE: This section defines the various academic ranks, both faculty and non-faculty (e.g. graduate student appointees and postdoctoral fellows), and their responsibilities. Subsections A, C, D, E, F, and I should be read in conjunction with the policy and procedures concerning granting of tenure and promotions in rank which are contained in 3520 and 3560 (subsection I only in conjunction with 3560). Most of the material assembled in this section was a part of the original 1979 Handbook. The material in section I was added July, 1987. The definitions of 'postdoctoral fellow' (J-5), 'graduate assistant' (K-3) and 'research fellow' (K-4) were revised in July 1996. Section J-1, voting rights for lecturers, was changed in July 2001. Section A was substantially revised in July 1994, so as to underline better the importance of both teaching and scholarship. At that time the so-called "Voxman Amendment" (the addition of 'in the classroom and laboratory' to the list of possible venues wherein the evaluation of scholarship might take place) made its first appearance. Section A underwent additional substantial revision in July 1998 and July 2006, always with the hope of creating greater clarity in a complex subject. Extensive revisions along those same lines were made to B (entirely new and in 2008 B was moved to 3570), C, D, and E, in July 1998. Further, less extensive revisions were made to C-1, D-1, and ~~DE-1~~ in July 2000. In July 2008, this section was reorganized to better reflect classifications as stated in FSH 1520 Article II, no substantive changes were made to policy. In 2009 changes were made to reflect changes to the faculty position description and evaluation forms integrating faculty interdisciplinary activities into the evaluation processes. Also, ranks for Associated Faculty in F were removed because they were not comparable to university faculty ranks which require a burdensome promotion process as detailed in 3560. Those currently holding a specific rank in adjunct or affiliate will retain that privilege. Further information may be obtained from the Provost's Office (208-885-6448) or the Office of the Faculty Secretary (208-885-6151). [rev. 7-98, 7-00, 7-01, 7-06, 1-08]

CONTENTS:

- A. Introduction**
- B. Definitions**
- C. Responsibility Areas**
- D. University Faculty**
- E. Emeriti**
- F. Associated Faculty**
- G. Temporary Faculty**
- H. Non-Faculty**
- I. Qualification of Non-faculty Members for Teaching UI Courses**

A. INTRODUCTION. [rev. 7-98]

A-1. The principal functions of a university are the preservation, advancement, synthesis, application, and transmission of knowledge. Its chief instrument for performing these functions is its faculty, and its success in doing so depends largely on the quality of its faculty. The University of Idaho, therefore, strives to recruit and retain distinguished faculty members with outstanding qualifications.

In order to carry out its functions and to serve most effectively its students and the public, the university supports the diversification of faculty roles. Such diversification ensures an optimal use of the university's faculty talents and resources. [rev. 7-06]

Diversification is achieved through developing a wide range of faculty position descriptions that allow the faculty to meet the varying responsibilities placed upon the institution, both internally and externally. While the capabilities and interests of the individual faculty members are to be taken into account, it is essential that individual faculty position descriptions are consonant with carrying out the roles and mission of the university, the college, and the department/unit. Annual position descriptions are developed by the department/unit head in consultation with the department/unit faculty and with the incumbent or new faculty member. In each college, all

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January 2008

position descriptions are subject to the approval of the dean and must be signed by both ~~department~~unit head and faculty member. If the faculty member, ~~department~~unit head, and dean are unable to reach agreement on the position description, the faculty member may appeal the ~~department~~unit head's decision to the Faculty Appeals Hearing Board [3840].

As indicated in Sections 3320-A-1 ~~d~~, 3520-H.2, 3560-G-1~~B~~, faculty performance evaluations that are used for yearly reviews as well as for promotion, tenure, and post-tenure decisions are to be based on faculty members' annual position descriptions. [*ed. 1-08*]

Faculty members shall conduct themselves in a civil and professional manner (see FSH 3160 and 3170);

B. DEFINITIONS:

B-1. Advancement: focuses on fostering relationships, building partnerships, creating awareness and generating support with alumni, donors, leaders, business partners, legislators and the community for the university's mission in academics, scholarship and outreach (see the office of University Advancement at <http://www.uidaho.edu/givetoidaho/meetourpeople/universityadvancementvpoffice.aspx>).

B-2. Cooperative education: a structured educational strategy that blends classroom studies with learning through productive work experiences. It provides progressive experiences for integrating theory and practice. Co-op education (including internships and externships) is a partnership between students, educational institutions and employers, with specified responsibilities for each party.

B-3. Distance education: the process through which learning occurs when teachers, students, and support services are separated by physical distance. Technology, sometimes in tandem with face-to-face communication, is used to bridge the distance gap.

B-4. Extension Service: Extension is an outreach activity that generally involves non-formal educational programs that transfer knowledge from the university to help improve people's lives through research in areas like agriculture and food, environment and natural resources, families and youth, health and nutrition, and community and economic development.

B-5. Extramural Professional Service: refers to activities that extend service beyond the university and can include elements of service, outreach, scholarship, and/or teaching.

B-6. Interdisciplinary: "an activity that involves teams or individuals that integrates information, data, techniques, tools, perspectives, concepts, and/or theories from two or more disciplines or bodies of specialized knowledge to advance fundamental understanding or to solve problems whose solutions are beyond the scope of a single discipline or field of research practice."¹

B-7. Professional Development: a learning process that expands the capacity of the faculty member to advance in the responsibilities as defined in his/her position description and aligns with the university's goals. Examples include but are not limited to participation in conferences, continuing professional education (including credit and noncredit courses) and other activities that enhance a faculty member's expertise and ability.

B-8. Service learning: an activity that integrates student learning with service and civic engagement to meet real community needs and achieve learning outcomes. Service-learning can be used in curricular settings (i.e. academic courses) or co-curricular settings, (e.g. ASUI's volunteer/civic engagement programs).

B-9. Technology transfer: a process through which knowledge, technical information, and products developed through various kinds of scientific, business, and engineering research are provided to potential users. Technology transfer encourages and accelerates testing and using new knowledge, information and products. The benefit of

¹National Academy of Science

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technology transfer may occur either at the community (public) or firm (private) level.

B-10. Unit Administration: includes assisting higher administration in the assignment [3240 A] and in the evaluation [3320 and 3340] of the services of each member of the unit's faculty and staff; promoting effective leadership of personnel and management of unit resources; providing leadership in the development and implementation of unit plans; providing for open communication with faculty and staff; fostering excellence in teaching, scholarship and outreach for faculty, students, and staff in the unit; effectively representing all constituents of the unit; and continuing personal professional development in areas of leadership.

C. RESPONSIBILITY AREAS: Faculty members are expected to contribute in each of the four major responsibility areas (C-1 through C-4 below). Expectations are more specifically defined in the individual position description and are consistent with unit by-laws. Each responsibility area may include activities in advancement, extramural professional service, interdisciplinary, and/or professional development.

C-1. TEACHING AND ADVISING: The university's goal is to engage students in a transformational experience of discovery, understanding and global citizenship. Faculty achieve this goal through effective instructing, advising and/or mentoring of students.

a. Instruction: Effective teaching is the foundation for both the advancement and transmission of knowledge. The educational function of the university requires the appointment of faculty members devoted to effective teaching. Teaching may take many different forms and any instruction must be judged according to its central purposes ~~and the conditions which they impose~~. Active participation in the assessment of learning outcomes is expected of all faculty at the course, program, and university-wide levels. Individual colleges and units have the responsibility to determine appropriate teaching loads for faculty position descriptions. Teaching appointments must be reflected by hours and level of effort spent in teaching activity, and justified in position descriptions. Any adjustments to a teaching appointment (e.g. teaching unusually large classes, team-teaching, teaching studios or laboratories, intensive graduate or undergraduate student mentoring, technology-enhanced teaching, and others) must be documented in the position description. *[rev. 7-06]*

The validation of instruction may include Student Evaluations of Teaching (SET's), peer evaluations, self assessment, documentation of effective or innovative teaching, teaching recognition and awards, and teaching loads.

b. Advising and/or Mentoring Students: Advising students is also an important faculty responsibility and a key function of academic citizenship. Student advising may include: (1) overseeing course selection and scheduling; (2) seeking solutions to conflicts and academic problems; (3) working with students to develop career goals and identify employment opportunities; (4) making students aware of programs and sources for identifying employment opportunities, (5) facilitating undergraduate and graduate student participation in professional activities (e.g. conferences, workshops, demonstrations, applied research); and (6) serving as a faculty advisor to student organizations or clubs. Advising also includes attendance at sessions (e.g. workshops, training courses) sponsored by the university, college, ~~department~~ unit, or professional organizations to enhance a faculty member's capacity to advise. *[add. 7-06, rev. 1-08]*

Effective advising performance may be documented by: (1) the evaluation of peers or other professionals in the ~~department~~ unit or college; (2) undergraduate or graduate student advisees' evaluations; (3) level of activity and accomplishment of the student organization advised; (4) evaluations of persons being mentored by the candidate; (5) number of undergraduate and graduate students guided to completion; and (6) receiving awards for advising, especially those involving peer evaluation. *[add. 7-06]*

C-2. Scholarship and Creative Activities: Scholarship is creative intellectual work that is communicated and validated. The creative function of a university requires the appointment of faculty members devoted to scholarship and creative activities. The university promotes an environment that increases faculty engagement in interdisciplinary scholarship. The university's Carnegie designation as "research university high"; fosters an

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emphasis on scholarly and creative activities.

Scholarship ~~or and scholarly creative activities~~ takes diverse forms and ~~is are~~ characterized by originality and critical thought. ~~Scholarship Both~~ must be validated through internal and external peer review or critique and disseminated in ways having a significant impact on the university community and/or publics beyond the university. ~~Active scholarship is Both are an ongoing obligations~~ of all members of the faculty. [rev. 7-06]

The basic role of a faculty member at the University of Idaho is to demonstrate and validate continuing sound and effective scholarship in the areas of teaching and learning, artistic creativity, discovery, integration, and outreach/application/engagement. While these areas may overlap, these distinctions are made for purposes of defining position descriptions and for developing performance standards. Units and colleges shall adopt criteria for the evaluation of scholarship and creative activities. Demonstrated excellence that is focused in only one of these scholarship and creative activity areas is acceptable if it is validated and judged to be in the best interests of the institution and the individual faculty member. [rev. 7-06]

~~A 4. Assessment of scholarship, in self evaluation and peer evaluation, is an ongoing expectation for faculty members of the university. Assessment of scholarship within and across disciplinary boundaries requires standards for evaluation that adequately describe the phases of scholarship. In assessment of scholarship, faculty members are encouraged to use the following six standards (from Glassick, et al. Scholarship Assessed: An Evaluation of the Professoriate 1997): [add. 7-06]~~

~~“Clear goals— Does the scholar state the basic purposes of his or her work clearly? Does the scholar define objectives that are realistic and achievable? Does the scholar identify important questions in the field?”~~

~~“Adequate preparation— Does the scholar show an understanding of existing scholarship in the field? Does the scholar bring the necessary skills to his or her work? Does the scholar bring together the resources necessary to move the project forward?”~~

~~“Appropriate methods— Does the scholar use methods appropriate to the goals? Does the scholar apply effectively the methods selected? Does the scholar modify procedures in response to changing circumstances?”~~

~~“Significant results— Does the scholar achieve the goals? Does the scholar's work add consequentially to the field? Does the scholar's work open additional areas for further exploration?”~~

~~“Effective presentation— Does the scholar use a suitable style and effective organization to present his or her work? Does the scholar use appropriate forums for communicating work to its intended audiences? Does the scholar present his or her message with clarity and integrity?”~~

~~“Reflective critique— Does the scholar critically evaluate his or her own work? Does the scholar bring an appropriate breadth of evidence to his or her critique? Does the scholar use evaluation to improve the quality of future work?”~~

~~[AT1]~~

a. Scholarship in Teaching and Learning: can involve classroom action research (site-specific pedagogy), qualitative or quantitative research, case studies, experimental design and other forms of teaching and learning research. It consists of the development, careful study, and validated communication of new teaching or curricular discoveries, observations, applications and integrated knowledge and continued scholarly growth. Evidence that demonstrates this form of scholarship might include: publications and/or professional presentations of a pedagogical nature; publication of text books, laboratory manuals, or educational software; advancing educational technology; presentation in workshops related to teaching and learning; development and dissemination of new curricula and other teaching materials to peers; and individual and/or collective efforts in securing and carrying out education grants. [ed. 7-00, rev. 7-06]

The validation of scholarship in the area of teaching and learning is based in large measure on evaluation by the faculty member's peers both at the University and at other institutions of higher learning. [rev. 7-06]

b. Scholarship in Artistic Creativity: involves validated communication and may be demonstrated by significant achievement in an art related to a faculty member's work, such as musical composition, artistic performance, creative writing, mass media activity, or original design. [rev. 7-06]

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The validation of scholarship in the area of artistic creativity is based in large part on the impact that the activity has on the discipline and/or related fields as determined by the peer review process. Many modes of dissemination are possible depending on the character of the art form or discipline. For example, a published novel or book chapter for an anthology or edited volume or similar creative work is regarded as scholarship. Each mode of dissemination has its own form of peer review that may include academic colleagues, practitioner or performance colleagues, editorial boards, and exhibition, performance, or competition juries. *[rev. 7-06]*

c. Scholarship in Discovery: involves the generation and interpretation of new knowledge through individual or collaborative research. It may include: novel and innovative discovery; analyzing and synthesizing new and existing knowledge and/or research to develop new interpretations and new understanding; research of a basic or applied nature; individual and collaborative effort in securing and carrying out grants and research projects; membership on boards and commissions devoted to inquiry; and scholarly activities that support the mission of university research centers. *[rev. 7-06]*

Evidence of scholarship in this area may include: publication of papers in refereed and peer reviewed journals; published books and chapters; published law reviews; citation of a faculty member's work by other professionals in the field; published reviews and commentary about a faculty member's work; invited presentations at professional meetings; seminar, symposia, and professional meeting papers and presentations; direction and contribution to originality and novelty in graduate student theses and dissertations; direction and contribution to undergraduate student research; awards, scholarships, or fellowships recognizing an achievement, body of work, or career potential based on prior work; appointment to editorial boards; and significant scholarly contributions to university research centers. The validation of scholarship in the area of discovery is based on evaluation by other professionals in the faculty member's discipline or sub-discipline. *[rev. 7-06]*

d. Scholarship of Integration: often interdisciplinary and at the borders of converging fields, is the serious, disciplined work that seeks to synthesize, interpret, contextualize, critically review, and bring new insights into, the larger intellectual patterns of the original research. Similar to the scholarship of discovery, the scholarship of integration can also seek to investigate, consolidate, and synthesize new knowledge as it integrates the original work into a broader context. It often, but not necessarily, involves a team or teams of scholars from different backgrounds working together, and it can often be characterized by a multidisciplinary or interdisciplinary investigative approach. The consolidation of knowledge offered by the scholarship of integration has great value in advancing understanding and isolating unknowns. Beyond the differences, the scholarship of integration can include many of the activities of scholarship of discovery and thus may be rigorously demonstrated and validated in a similar manner. *[add. 7-06]*

e. Scholarship of Outreach/~~Application/~~**and Engagement:** These activities apply faculty members' knowledge and expertise to issues that impact individuals, communities, businesses, government, or the environment. Examples may include— economic development, environmental sustainability, stimulation of entrepreneurial activity, integration of arts and sciences into people's lives, enhancement of human well being, and resolution of societal problems. Like other forms of scholarship and creative activities, the scholarship of outreach/application/engagement involves active communication and validation. Examples of validation may include (but are not limited to): peer reviewed or refereed publications and presentations; patents, copyrights, or commercial licensing; adoption or citation of techniques as standards of practice; invited presentation at a seminar, symposium or professional meeting; and citations of the faculty member's work. ~~is the reduction to practice of scholarly knowledge to address societal problems, challenges, and understanding. This area of scholarship is a primary activity of and extension, although it is a shared responsibility of all faculty. The acts of application and engagement often occur simultaneously, but may occur independently. Application and engagement often follow discovery, however they can and should initiate new discovery. It may be demonstrated by: transfer of new knowledge, new technologies and new integrated understandings into broader societal application; acceptance and adoption of new or modified practice with positive outcomes; licensing and commercialization of new technologies, processes or other intellectual property; and application and engagement of one's scholarly expertise to serve society through cooperative relationships with individuals, groups, and agencies.~~ *[add. 7-06]*

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Broadly, the scholarship of application and engagement seeks: to identify, analyze, and solve problems of citizens, communities, businesses, and governmental units; to contribute to the economic development and general well-being of people; to enhance environmental quality and sustainability; to stimulate entrepreneurial activity; to integrate the arts and social sciences into people's lives, and creatively to apply standard or novel techniques to address emerging or ongoing problems. Like other forms of scholarship activity, the scholarship of application and engagement involves active communication and validation. The scholarship of application and engagement is rigorously demonstrated by peer reviewed or refereed professional publications and presentations; patents, copyrights and commercial licensing; and adoption or citation of newly developed or derived practices as formal, documented standards of practice in general or specific applications (e.g. best management practices, regulatory rules, codes of practice, standard methods, best available technologies, and others) and may also include citation of a faculty member's work; invited seminar, symposium, professional meeting papers and presentations. The validation of scholarship in the area of application is based on evaluation by other professionals in the faculty member's discipline or sub-discipline. *{add. 7-06}*

C-3. OUTREACH and EXTENSION: is an essential component of the University's land grant mission. Outreach activities are originated by every unit on UI's Moscow campus and from each of the University's physical locations around the state.

Outreach and Extension includes a wide variety of activities including, but not limited to, (a) extension (see 1565 B); (b) teaching, training, certification, volunteer development, unpaid consultation, and other dissemination of information dissemination to the general public, practitioner, and specialty audiences; (c) volunteer development and establishment/maintenance of relationships with private and public industries/organizations; and (d) unpaid extramural consultation and other professional services to individuals, organizations, and communities. Delivery mechanisms include distance education, service learning, cooperative education, technology transfer, noncredit courses, and publications. Most of the examples provided, such as distance education, are not exclusively outreach. Instead, they lie at the intersection of outreach and teaching or research. Likewise, professional services may be associated with teaching, scholarship, or university service and leadership. A faculty member's position description specifies where his or her outreach activities will be counted, as well as governmental agencies. Outreach and Extension activity may include (1) teaching non credit classes, workshops and short courses; (2) recruiting, training and supervising paraprofessionals and volunteers; (3) providing unpaid consultation to individuals, businesses, and other professionals; (4) providing information or technology transfer support through mass media; (5) providing leadership, facilitation, or subject matter expertise in community coalitions and faculty teams; (6) developing or adapting extension education materials; and (7) publishing in trade magazines.

Evidence of effective outreach extension activities programs may include, but are not limited to, (1) result when needs assessment leads to well planned, carefully implemented, and well documented efforts. Documentation of the process by which needs were identified and what steps were taken to deliver carefully planned and implemented programs; (2) numbers of individuals and types of audiences affected; (3) evaluation by participants in extension outreach activities; (4) other measures of significance to the discipline/profession, state, nation, region and/or world; (5) quantity and quality of outreach extension publications and other mass-media outlets; (3) numbers and types of audiences impacted; (6) evaluation of the program's effects on participants and stakeholders; and (7) extension awards, particularly those involving peer evaluation; (6) letters of commendation from individuals within organizations to whom service was provided; (9) service in a leadership role of a professional or scientific organization as an officer or other significant position; and (8) other evidence of professional service oriented projects/outputs.
{add. 7-06}

Extramural Service: Service is an essential component of the University of Idaho mission and extramural service is the responsibility of faculty members in all units. Service by members of the faculty to the university, state, nation, and world in their special capacities as scholars should be a part of both the job description and annual performance review. *{add. 7-06, rev. 1-08}*

Extramural service can include clinical service, routine support, and application of specialized skills or interpretations, and expert consultancies. The beneficiaries of these forms of service can be citizens, clients,

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collaborators, private and public organizations and their representatives, and government. *[add. 7-06]*

~~Extramural service also includes participation in professional and scientific organizations both as an elected office holder and/or a member; serving as a reviewer or editor for scientific or trade journals; serving as a paid consultant to individuals, businesses, agencies, and non-governmental organizations; representing the University/college or the discipline on governmental, non-governmental or private sector bodies; and/or building collaborative programs locally, regionally, statewide, nationally or internationally. *[add. 7-06]*~~

~~Effective performance in extramural service may be documented by a variety of means. Examples include: (1) numbers of individuals and types of audiences impacted as well as measures of significance to the discipline/profession, state, nation, region and/or world; (2) letters of commendation from individuals from within organizations to whom your service was provided; (3) service in a leadership role of a professional or scientific organization as an officer or other significant position; (4) professional service oriented projects/outputs; and (5) receiving service awards from external organizations, especially those involving peer evaluation. *[add. 7-06]*~~

C-4. ORGANIZATIONAL UNIVERSITY SERVICE AND LEADERSHIP: The university seeks to create formal and informal organizational structures, policies, and processes that enable the university community to be effective, while also fostering a climate of participatory decision making and mutual respect.

a. Intramural sUniversity Service: ~~Service~~ is an essential component of the University of Idaho mission and is the responsibility of faculty members in all units. Service by members of the faculty to the university in their special capacities as scholars should be a part of both the job-position description and annual performance review. *[add. 7-06, rev. 1-08]*

Within the university, intramural service includes participation in departmentunit, college, and university committees, and any involvement in aspects of university governance and academic citizenship. University, college, and departmentunit, committee leadership roles are seen as more demanding than those of a committee member or just regularly attending faculty meetings. Because faculty members play an important role in the administration-governance of the university and in the formulation of its policies, recognition should therefore be given to faculty members who participate effectively in faculty and university governance. Intramural sService can include clinical service, routine support, and application of specialized skills or interpretations, and expert consultancies. The beneficiaries of these forms of service can be colleagues and co-workers.

Effective performance in intramural University-service may be documented by a variety of means. Examples include: (1) letters of support from university clientele to whom your service was provided; (2) serving as a member or chairperson of university, college, or departmental-unit committees; and (3) receiving University service awards, especially those involving peer evaluation; and (4) the interdisciplinary nature of service. ~~Effective performance in intramural _service may be documented a variety of means. Examples include: (1) numbers of individuals and types of audiences impacted as well as measures of significance to the discipline/profession, state, nation, region and/or world; (2) letters of commendation from individuals from within organizations to whom your service was provided; (3) service in a leadership role of a professional or scientific organization as an officer or other significant position; (4) professional service oriented projects/outputs; and (5) receiving service awards from external organizations, especially those involving peer evaluation. *[add. 7-06]*[AT2]~~

b. Administration:

(1. Unit Administration (see FSH 1565 B): ~~Effective administration is essential to the smooth functioning of the University. Administration includes conducting and/or managing any unit, or significant operation within the University. For faculty in academic and extension units, administration is not normally considered in tenure and promotions deliberations. Administration is accounted for insofar as expectations are proportionally adjusted in teaching, scholarship, advising, service, and extension (outreach).-. Refers to the activities of administrators of schools, divisions, and units. FSH 1420 E describes the responsibilities and the selection and review procedures for unit administrators. Unit~~

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administration is not normally considered in tenure and promotion deliberations; it is accounted for insofar as expectations are proportionally adjusted in the other sections of the position description. For faculty in nonacademic units (e.g. faculty at large), administration may be considered in tenure and promotion deliberations. Documentation of effective administration may include evaluations by unit faculty and staff, as well as objective measures of unit performance under the incumbent's leadership. [add. 7-06]

(2) Other: Effective conduct of ~~research-university~~ programs requires administrative scholarship and activities that support scholarship, outreach and teaching but are not of themselves scholarly activity. ~~Research p~~Program support activities are to be noted in position descriptions and performance reviews. The role of the principal or co-investigator of a ~~research-university~~ program or project may include the following administrative duties/responsibilities: (1) budgetary and contract management; (2) compliance with University purchasing and accounting standards; (3) supervision and annual review of support personnel; (4) purchasing and inventory management of goods; (5) graduate student and program personnel recruitment, training in University procedures/policies, and annual review; (6) collaborator coordination and communication; (7) management of proper hazardous waste disposal; (8) laboratory safety management; (9) authorization and management of proper research animal care and use; (10) authorization and management of human subjects in research; (11) funding agency reporting; (12) intellectual property reporting; and (13) compliance with local, state, and federal regulation as well as University research policy. [add. 7-06]

Demonstration of effective ~~research program conduct, administration beyond scholarship attributes~~, may be documented by a variety of means. Examples include: (1) compliance with applicable rules, standards, policies, and regulations; (2) successful initiation, conduct and closeout of research contracts and grants as evidenced by timely reporting and budgetary management; (3) achievement-completion of the research contract or proposal scope-of-work; organized program operations including personnel and property management; and (4) ~~timely communication and validation of research outcomes into the scholarship domain.~~ Documentation of effective ~~research-university~~ program operation, beyond scholarship, may also include ~~review-input~~ by graduate and undergraduate students participating in the ~~research-university~~ program; and input by collaborators, cooperators, funding agency and beneficiaries of the ~~research program.~~ Absence of citation for non-compliance with laboratory safety guidance, hazardous material guidance or other research-related policy, rule or regulation is regarded as a demonstration of effective ~~research program operation.~~ Documentation of effective administration may include evaluations by faculty and staff, as well as objective measures of performance under the incumbent's leadership. [add. 7-06]

A-10. All faculty are encouraged when feasible to cross unit boundaries to engage in interdisciplinary, multidisciplinary or transdisciplinary activities and cooperation as they perform their teaching, scholarship, advising, service, and outreach/extension responsibilities. [add. 7-06][AT3]

D. UNIVERSITY FACULTY (FSH 1520 Article II):

D-1. INSTRUCTOR:

a. Instructor. Appointment to this rank requires proof of advanced study in the field in which the instructor will teach, the promise of teaching effectiveness, and satisfactory recommendations. Instructors have charge of instruction in assigned classes or laboratory sections under the general supervision of the departmental administrator. When they are engaged in teaching classes with multiple sections, the objectives, content, and teaching methods of the courses will normally be established by senior members of the faculty or by departmental committees. Instructors are expected to assist in the general work of the department and to make suggestions for innovations and improvements.

b. Senior Instructor. Appointment to this rank requires qualifications that correspond to those for the rank of instructor and evidence of outstanding teaching ability. Effective teaching is the primary responsibility of

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anyone holding this rank and this primary responsibility is weighted accordingly in the annual performance evaluation, and when a senior instructor is being considered for tenure. Except in very rare instances, this rank is considered terminal (i.e., it does not lead to promotion to the professorial ranks and there is no limitation on the number of reappointments). Prospective appointees to the rank of senior instructor must be fully informed of its terminal nature. No more than 15 percent of the positions in any department or similar unit may be held by senior instructors; however, each such unit may appoint one person to this rank without regard to this limitation.

D-2. FACULTY:

a. Assistant Professor. Appointment to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons in the final stages of completing doctoral dissertations or with outstanding talents or experience may be appointed to this rank. Evidence of potential effective teaching and potential scholarship in teaching and learning, artistic creativity, discovery, and outreach/application/integration/engagement is a prerequisite to appointment to the rank of assistant professor. Appointees in this rank have charge of instruction in assigned classes or laboratories and independent or shared responsibility in the determination of course objectives, methods of teaching, and the subject matter to be covered. Assistant professors are expected to demonstrate an ability for conducting and directing scholarly activities, and in providing intramural and extramural professional ~~to provide service to the university and/or his or her profession.~~ [1565 A-2, A-3, A-4C] [rev. 7-98, 7-00]

b. Associate Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons with outstanding talents or experience may be appointed or promoted to this rank. Associate professors must have demonstrated maturity and conclusive evidence of having fulfilled the requirements and expectations of the position description. An appointee to this rank will have demonstrated effective teaching or the potential for effective teaching, the ability to conduct and direct scholarly activities in his or her special field, and provide service to the university and/or his or her profession. Evidence of this ability includes quality publications or manuscripts of publishable merit; and/or unusually productive scholarship in teaching and learning; and/or significant artistic creativity; and/or major contributions to the scholarship of outreach/application/integration/engagement. Associate professors generally have the same responsibilities as those of assistant professors, except that they are expected to play more significant roles in initiating, conducting, and directing scholarly activities, and in providing intramural and extramural professional ~~service to the university and/or his or her profession.~~ [1565 A-2, A-3, A-4C] [rev. 7-98, rev. and renumbered 7-00]

c. Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. A professor should have intellectual and academic maturity, demonstrated effective teaching or the potential for effective teaching and the ability to organize, carry out, and direct significant scholarship in his or her major field. A professor will have made major scholarly contributions to his or her field as evidenced by several quality publications and/or highly productive scholarship in one or more of the areas of teaching and learning, discovery, artistic creativity, and outreach/application/integration/engagement. Professors have charge of courses and supervise research, and are expected to play a major role of leadership in the development of academic policy, and in providing intramural and extramural professional ~~through service to the university and/or his or her profession.~~ [1565 CA-2, A-3, A-4] [rev. 7-98, rev. and renumbered 7-00]

D-3. RESEARCH FACULTY:

a. Assistant, associate and professor. Appointment to these ranks require qualifications, except for teaching effectiveness, that correspond to their respective ranks as for faculty in D-2 above.

D-4. EXTENSION FACULTY:

a. Extension Faculty with Rank of Instructor. Appointment to this rank requires; sound educational background and experience for the specific position; satisfactory standard of scholarship; personal qualities

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that will contribute to success in an extension role; evidence of a potential for leadership, informal instruction, and the development of harmonious relations with others. *[rev. 7-98]*

b. Extension Faculty with Rank of Assistant Professor. Appointment to this rank requires a master's degree along with the qualifications of extension faculty with rank of instructor and: demonstrated leadership ability in motivating people to analyze and solve their own problems and those of their communities; evidence of competence to plan and conduct an extension program; a record of effectiveness as an informal instructor and educational leader; proven ability in the field of responsibility; evidence of continued professional growth through study and participation in workshops or graduate training programs; acceptance of responsibility and participation in regional or national training conferences; membership in appropriate professional organizations, and scholarship in extension teaching or practical application of research; demonstrated ability to work in harmony with colleagues in the best interests of UI and of the people it serves. *[rev. 7-98]*

c. Extension Faculty with Rank of Associate Professor. In addition to the qualifications required of extension faculty with rank of assistant professor, appointment or promotion to this rank requires: achievement of a higher degree of influence and leadership in the field; continued professional improvement demonstrated by keeping up to date in subject matter, extension teaching methods, and organization procedures; progress toward an advanced degree if required in the position description; demonstrated further successful leadership in advancing extension educational programs; evidence of a high degree of insight into county and state problems of citizens and communities in which they live, and the contribution that education programs can make to their solution; an acceptance of greater responsibilities; a record of extension teaching or practical application of research resulting in publication or comparable productivity; a reputation among colleagues for stability, integrity, and capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context. *[rev. 7-98]*

d. Extension Faculty with Rank of Professor. In addition to the qualifications required of extension faculty with rank of associate professor, appointment or promotion to this rank requires: regional or national recognition in the special professional field or area of responsibility; a record of successful organization and direction of county, state, or national programs; an outstanding record of creative extension teaching or practical application of research resulting in significant publications or comparable scholarship; active membership and effective participation in professional committee assignments and other professional organization activities; demonstrated outstanding competence in the field of responsibility; achievement of full maturity as an effective informal teacher, wise counselor, leader of extension educational programs, and representative of the university. These activities may occur in a domestic or international context. *[rev. 7-98]*

D-5. LIBRARIAN:

a. Librarian with Rank of Instructor. Appointment to this rank requires an advanced degree in library science from a library school accredited by the American Library Association and: (a) evidence of potential for successful overall performance and for development as an academic librarian; (b) when required for specific positions (e.g., cataloger, assistant in a subject library), knowledge of one or more subject areas or pertinent successful experience in library work.

b. Librarian with Rank of Assistant Professor. Appointment to this rank requires the qualifications for librarian with rank of instructor and: (a) demonstrated ability, competence, and effectiveness in performing assigned supervisory-administrative, specialized public service, or technical service responsibilities; (b) demonstrated ability to establish and maintain harmonious working relationships with library colleagues and other members of the university community; (c) evidence of professional growth through study; creative activity; participation in workshops, conferences, seminars, etc.; participation in appropriate professional organizations; awareness of current developments in the profession and ability to apply them effectively in the area of responsibility; (d) service to the library, university, or community through committee work or equivalent activities.

c. Librarian with Rank of Associate Professor. Appointment or promotion to this rank requires the

qualifications applicable to the lower ranks of librarians and: (a) acceptance of greater responsibilities, and conclusive evidence of success in the performance of them, e.g., bibliographical research performed in support of research activities of others; development of research collections; the preparation of internal administrative studies and reports; interpreting, and facilitating effective use of, the collections; effectively applying bibliographic techniques for organizing library collections; effective supervision of an administrative unit; (b) evidence of further professional growth, as demonstrated by keeping up to date in subject matter, methods, and procedures and by practical application of research resulting in significant improvement of library operations or in publication; effective participation in the work of appropriate professional organizations; and/or formal study, either in library science or in pertinent subject areas; (c) evaluation by colleagues as a person of demonstrated maturity, stability, and integrity, with the capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context.

d. Librarian with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) demonstrated outstanding competence in the area of responsibility; (b) achievement of an outstanding record of creative librarianship, of effective administration, or of practical application of research resulting in significant publications or comparable productivity; (c) an additional degree in library science or in a pertinent subject area or equivalent achievement; (d) regional or national recognition for contributions to the profession based on publications or active and effective participation in the activities of professional organizations; (e) evaluation by colleagues as an effective librarian who will continue to recognize that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-6. PSYCHOLOGIST OR LICENSED PSYCHOLOGIST:

a. Psychologist with Rank of Instructor. Appointment to this rank requires: an advanced degree in counseling, counseling psychology, clinical psychology, or closely related field earned in a professional program accredited by the appropriate accrediting association; evidence of effective skills in counseling or therapy; and evidence of pursuit of a terminal degree.

b. Psychologist or Licensed Psychologist with Rank of Assistant Professor. Appointment to this rank requires the qualifications for psychologist with rank of instructor and: a doctoral or equivalent terminal degree; evidence of effective skills in counseling or therapy; awareness of current developments in the profession; and demonstrated potential for participation in appropriate professional organizations, service to the Counseling and Testing Center, the university, and the community through teaching, committee membership, or equivalent activities, and the development and execution of research projects or the development and execution of outreach services designed to benefit UI students.

c. Licensed Psychologist with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: possession of a license as a psychologist in the state of Idaho; evidence of continued development of skills in counseling or therapy, as demonstrated by attendance at training workshops, personal study that leads to the presentation of workshops, classes, or seminars, or private study that leads to in-service training of personnel of the Counseling and Testing Center; evidence of continued professional development through service in professional organizations; evidence of effective teaching or training; completion of research that has resulted in quality publications or manuscripts of publishable merit, or the design and implementation of a continuing program in the Counseling and Testing Center that is of benefit to UI students and represents professional achievement of publishable merit; and continued service to the university and community through committee work or participation in community organizations. These activities may occur in a domestic or international context.

d. Licensed Psychologist with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: demonstration of outstanding competence in counseling or therapy; establishment of an outstanding record in research and publication or in development of continuing programs that contribute to the betterment of university students; continued professional improvement through private study, directed study, or attendance at workshops, conventions, etc.; regional or

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national recognition for contributions to the profession through publication, presentation of workshops, or active and effective participation in the activities of professional organizations; and recognition by colleagues as an effective psychologist who realizes that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context.

D-7. OFFICER-EDUCATION: Appointment of persons to the faculties of the officer education programs ~~were~~ was established for the purpose of ensuring the academic soundness of the programs. The dual role of these faculty members as military officers and academic instructors is recognized. The university expects the nominees to have demonstrated academic and intellectual capabilities and exemplary professional achievement. Specifically, UI expects:

a. Academic Preparation. It is desirable for officer education faculty members to have at least a master's degree. In his or her most recent education, the officer should have a superior academic record as demonstrated by such ~~things as~~ measures as high grade-point average in graduate school, being in the upper half of the class in graduate school, or superior graduate-level ability as attested in letters of recommendation from graduate-school professors.

b. Specialized Preparation. The officer must have significant education, experience, or formal preparation in the subject areas in which he or she will teach.

c. Military Background and Preparation. A junior officer is expected to have had significant professional performance and experience. It is also desirable that the officer have some formal military education beyond commissioning. A senior officer should have broad experience with excellent performance. He or she is expected to have attended a junior or senior military college and to have made a distinguished record there.

d. Teaching. It is desirable for officers to have had some teaching experience. It is recognized that this is not always possible for junior officers. For such an officer, there should be some evidence that he or she will become a satisfactory teacher. Heads of officer education programs are expected to be experienced instructors.

e. Nominees who will pursue graduate studies at UI for one year before becoming an instructor will be given preliminary approval. In their last semester of full-time graduate enrollment, the service should submit the ~~usual required~~ information to the Officer Education Committee for regular, final approval. For preliminary approval, the officer should, in addition to the military requirement, show promise of being successful in graduate studies. This could be demonstrated by (a) a high score on the Graduate Record Examination, if taken, (b) full enrollment status as a graduate student at UI, (c) a high overall grade-point average in college (3.00 or above on a 4-point scale), (d) a high grade-point average in a major area, or (e) a good record in the final year of college and graduate-level ability as attested by letters of recommendation from college professors.

f. Appointment:

1. The following information is submitted by the nominee's service: (1) transcripts from undergraduate and graduate academic institutions; (2) transcripts or appropriate records from military schools and staff colleges; (3) at least three letters of recommendation from appropriate sources, such as former professors, military instructors, and supervisors or commanders. These letters should be concerned with matters such as the officer's civilian academic performance, military record and leadership ability, and actual or potential performance as a teacher. (Former supervisors or commanders could give their opinion based on the officer's demonstration of leadership ability and his or her experience as a training officer.); (4) a summary of the officer's duty assignments and military and teaching positions held; (5) copies of favorable communications from the officer's file.

2. The following is provided by the program unit concerned: (1) a description of the military schools attended and courses completed by the nominee; (2) a description of the positions held by the nominee; (3) an explanation of the appropriateness of the officer's experience and training to the courses he or she will

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teach.

3. Copies of the requested material are distributed by the local unit to the members of the Officer Education Committee at least 72 hours before the meeting at which the committee will consider the nominee. For appointments commencing in the fall, this information should normally be made available not later than the preceding May 1.

4. In the case of a person nominated to head an officer education program, UI may require a personal interview.

5. A minimum of two weeks, after receipt of all required information, is necessary for consideration of the nominee. UI notifies the nominee's service of its decision within one month.

E. EMERITI. (FSH 1520 II-3)

E-1. ELIGIBILITY. A member of the university faculty who holds one of the ranks described in 1565 ~~B, C, D, or E~~ and who retires, having met the criteria either for university retirement or for state retirement [3730 C], is designated as "professor emeritus/emerita," "research professor emeritus/emerita," or "extension professor emeritus/emerita," as applicable. A faculty member without such rank has the designation "emeritus" or "emerita," as applicable, added to the administrative or service title held at the time of retirement. [*ed. 7-00, 7-02, 1-08*]

E-2. RIGHTS, PRIVILEGES, AND RESPONSIBILITIES. Emeriti are faculty members in every respect, except for the change in salary and in certain fringe benefits, the obligation to perform duties, and the right to vote in faculty meetings. They may hold a part-time position after retirement, but not a full-time one (when it is in UI's interest, this limitation may be waived by the regents on recommendation of the president). They continue to have access to research, library, and other UI facilities. Emeriti may take an active role in the service and committee functions of their department, college, and the university. UI encourages the voluntary continued participation of emeriti in the activities of the academic community.

E-3. SPECIFIC PROVISIONS FOR EMERITUS PARTICIPATION.

a. Departmental mail boxes continue to be available to emeriti who reside locally.

b. A list of emeriti and their mailing addresses is maintained at each level--department, college, and university in Human Resources). [*ed. 7-06, 1-08*]

c. The director of human resources is responsible for supplying information about emeriti for the Campus Directory.

d. Emeriti who have campus mail boxes receive the University of Idaho *Register* and similar publications by campus mail; otherwise, upon individual request, they receive these publications by U.S. mail.

e. Emeriti who have departmental mail boxes receive full distribution of notices; otherwise, special requests may be made to the departmental administrator.

f. Ordinary office materials and supplies are available under the same issuing procedures applicable to other members of the department.

g. Departmental postage may be used for professional mail.

h. Offices for emeriti are provided on a space-available basis.

i. One, free non-transferable gold parking permit each year. [*rev. 1-08*]

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j. Any discounts available to other members of the faculty and staff through various UI agencies are available to emeriti.

k. Emeriti are included in appropriate university, college, and departmental faculty-staff functions.

l. In the appointment of committees, administrators at all levels and the Committee on Committees consider the availability and desire for significant service of emeriti.

m. There are many areas of activity, professional and other, such as service to the community and special groups within the community and university, in which emeriti may have the time and the inclination to make continuing contributions (e.g., guest lectures, research design, and consultation). In connection with such services, emeriti are not excluded from the travel budget, though they may generally have a lower priority.

n. E-mail accounts are available to emeriti without charge within the local dialing area. [*add. 7-99, renumbered 1-08*]

E-4. LISTING OF EMERITI IN THE COMMENCEMENT PROGRAM. Names of faculty members who retire after meeting the eligibility requirements stated in A are listed in the program of the commencement exercises held during the fiscal year in which their UI duties end; also, those whose service obligations are to end on or before August 31 following a given commencement will be listed in the program for that commencement.

E-5. MAINTENANCE OF TIES WITH EMERITI. The Faculty Council has urged UI units periodically to review their contacts with emeriti and to take steps to ensure that the provisions of this section--particularly b and c, above--are being carried out; moreover, the council has urged all members of the UI community to seek additional ways of maintaining ties with emeriti and to provide opportunities and the means for them to continue to be a part of, and of service to, the university. [*ed. 1-08*]

F. ASSOCIATED FACULTY: Associated faculty members (see FSH 1520 II-3) have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave.[AT4]

F-1. ADJUNCT FACULTY: [*renumbered 7-98, 1-08*]

a. General. The adjunct faculty consists of professional personnel who serve academic departments in a supporting capacity. Appointment to adjunct-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, confers responsibilities and privileges as stated in subsection e below, and authorizes assignment of service functions as described in subsection e-2 below. It is also a means of encouraging greater cooperation between and among academic departments and other units. An adjunct faculty member holds a non-tenure-track faculty status in an appropriate academic discipline.[AT5]. [*ed. 7-00*]

b. Employment Status. An adjunct faculty member may, by virtue of his or her employment, have either one of the following relationships with UI: (1) that of a UI employee, normally an exempt employee, who is [a] a member of the faculty or staff of a unit of the university other than the one in which he or she has adjunct-faculty status, or [b] a member of the professional support staff of the same unit of the university in which he or she has adjunct-faculty status; (2) that of an employee of a governmental or private agency who is assigned by that agency to a UI unit or to one of the agency's units or programs that is officially associated with the university.

c. Distinction Between Affiliate and Adjunct Faculties. Members of the adjunct faculty have a more direct relationship with UI than do members of the affiliate faculty [see 1565 E-2F]. Members of the affiliate faculty are not UI employees. An affiliate faculty member's primary employment is with a unit or program that is not officially associated with UI. Thus, the relationship of a member of this faculty category to UI is essentially that of a collaborator with a UI unit, program, or faculty member. An adjunct faculty member, in contrast, has

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a primary employment responsibility in a UI unit or in a non-UI unit that is officially associated with UI. In addition, he or she has a secondary relationship to another unit in a supporting role, or has a secondary relationship to the academic program in the same unit in which he or she has a primary employment responsibility. These latter relationships are the kind that are recognized by the adjunct faculty membership. [ed. 7-00, 1-08]

~~**d. Academic Rank.** [AT6] An adjunct faculty member holds one of the following non-tenure track ranks [see 3520 C] in an appropriate academic discipline: adjunct instructor, adjunct assistant professor, adjunct associate professor, or adjunct professor.~~

ed. Responsibilities, Privileges, and Rights. The guarantees afforded by the principle of academic freedom [see 3160] are extended to members of the adjunct faculty. They have substantially the same responsibilities and privileges as do members of the university faculty; however, their right to vote in meetings of the university faculty and of constituent faculties is limited in accordance with the provisions of 1520 II-3-B. Those who, in addition to their adjunct-faculty status, have status as members of the university faculty [e.g., psychologists in the Counseling and Testing Center and regular faculty members in other academic departments] have, of course, full rights of participation in meetings of the university faculty and of the constituent faculties to which they belong.)

Adjunct faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Adjunct faculty members, as such, do not normally have teaching as a primary or major responsibility; however, with the approval of academic departments, they may teach classes, advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees (with approval by the vice president for research and graduate studies), or act as expert advisers to faculty members or groups.

2. The nature and extent of the services to be rendered are determined jointly by the adjunct faculty member, his or her immediate supervisor, and the departmental administrator(s) concerned.

~~3. Adjunct faculty do qualify for the faculty-staff educational privilege [see 3740] [AT7]~~

~~**fe. Qualifications.** Members of the Assignment to an adjunct faculty position is based on demonstrating possess academic degrees or knowledge and experience, academic degrees, comparable to what is expected of members of the university faculty. Initial assignment of and promotion in adjunct faculty rank are based on educational background, scholarly contributions, to a branch of learning, and or other professional accomplishments comparable to what is expected of faculty within that unit [AT8]. [see 1565 AD]. [ed. 7-00]~~

g. Appointment.

1. Appointments to the adjunct faculty may be made at any time. They are reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointment should be continued unless the adjunct faculty member remains in UI employment or continues in his or her assignment to an entity that is officially associated with the university.

2. A recommendation for appointment to the adjunct faculty normally originates in the appropriate academic department and requires the concurrence of the nominee's immediate supervisor and the faculty of the appointing department. The appointment must be approved by the dean of the college, the president, and the regents.

3. An appointment, termination, or other change in adjunct-faculty status is made official by means of a "Personnel Action" form.

h. Promotion. Consideration for promotion in adjunct-faculty rank is initiated by the departmental administrator in consultation with the adjunct faculty member's immediate supervisor. The procedures and schedule of consideration for promotion are as described in 3560.

i. Benefits. As members of an associated faculty, adjunct faculty members have access to the library and other UI facilities. They also qualify for the faculty-staff educational privilege [see 3740]. They are not eligible for sabbatical leave.

F-2. AFFILIATE FACULTY:

a. General. The affiliate faculty includes highly qualified persons who are not employed by UI but are closely associated with its programs. [For the distinction between the affiliate and the adjunct faculty categories, see 1565 F-1-cb.] [ed. 7-00, 1-08]

~~**b[AT9]. Academic Rank.** A member of the affiliate faculty holds one of the following non-tenure-track ranks [see 3520 D] in an appropriate academic discipline: affiliate instructor, affiliate assistant professor, affiliate associate professor, or affiliate professor.~~

be. Responsibilities. Members of the affiliate faculty have the same academic freedom and responsibility as do members of the university faculty, except that they do not vote in meetings of the university faculty or of constituent faculties. Affiliate faculty members may be assigned to advise students on their academic or professional programs at any level; to work in cooperative research projects; to serve on committees, including graduate students' supervisory committees (with approval by the College of Graduate Studies); to act as expert advisers to faculty members or groups; and to teach courses in their branch of learning.

cd. Qualifications. Affiliate faculty members must be highly qualified in their fields of specialization and should have exhibited positive interest in UI programs in the field of their appointment. Their qualifications should ordinarily be equivalent to those required of regular members of the faculty in the area and at the level of the affiliate faculty member's responsibility.

d. Affiliate faculty do not qualify for the faculty-staff educational privilege. (see 3740)

e. Appointment.

1. Appointments to the affiliate faculty may be made at any time. b. Appointments are for an indefinite period, but are to be reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointments should be continued unless the affiliate faculty member is actively engaged in the responsibilities for which he or she was appointed.

2. Recommendations for appointment to the affiliate faculty are normally developed at the departmental level and have the concurrence of the departmental faculty. For interdisciplinary degree programs, individuals may also be affiliated with the degree programs upon the approval of the program faculty and of the program director. Appointments must be approved by the dean of the college, the provost, the president, and the regents.

3. Before formal appointment procedures are begun, the prospective affiliate faculty member must agree to serve under the provisions herein described. When necessary, the consent of the nominee's employer, if any, will be requested and recorded.

4. Appointment information is recorded on the regular "Personnel Action" form.

5. The appointment of affiliate faculty members to graduate students' supervisory committees requires approval by the dean of the College of Graduate Studies.

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ef Status and Benefits. Affiliate faculty members are generally appointed without remuneration. As members of an associated faculty, affiliate faculty members have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion subject to mutual and official arrangements that are to be recorded in the appointment dossier.

G. TEMPORARY FACULTY: Temporary faculty have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave.

G-1. LECTURER. A teaching title that may be used at any level, i.e., it carries no specific connotation of rank among the professorial titles. This title is conferred on one who has special capabilities or a special instructional role. Lecturers are neither tenurable nor expected to progress through the professorial ranks. A lecturer qualifies for faculty status with vote during any semester in which he or she (a) is on an appointment greater than half-time and (b) has been on such appointment for at least four semesters. [rev. 7-01]

G-2. VISITING FACULTY. A designation that, when used with a professorial title, customarily indicates that the appointee holds a regular teaching or research position at another institution. A visiting appointee who does not hold a professorial rank elsewhere may be designated as a lecturer. Appointees with visiting academic ranks (e.g., visiting associate professor, visiting professor) are considered temporary members of the university faculty. Those on full-time appointment have the privilege of voting in meetings of the university faculty and of the appropriate constituent faculties.

G-3. ACTING. Persons who are judged competent to perform particular duties may be appointed for temporary service as acting members of the faculty. An acting appointment may also be used to establish a probationary period for an initial appointment of a person who, while being considered for a regular position on the faculty, is completing the required credentials for a permanent appointment. Persons on acting status are not voting members of the university faculty or of constituent faculties.

G-4. ASSOCIATE. A title for a nonstudent with limited credentials who is assigned to a specialized teaching, research, or ~~extension-outreach~~ position. Associates are exempt staff and are not members of the university faculty or of constituent faculties.

G-5. CLINICAL FACULTY: [AT10]

a. General. The clinical faculty may be appointed for the purpose of performing practicum, laboratory, or classroom teaching in which his/her primary functions are in clinical skills instruction. Clinical faculty positions are appropriate for professional disciplines having strong applied and/or clinical elements and which will serve university units or academic departments in a supporting capacity. Appointment to clinical-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated in d below.

b. Responsibilities, Privileges, and Rights. A clinical faculty member has a primary employment responsibility in a UI unit or in a non-UI unit that is officially associated with UI. The relationship of a clinical faculty member to UI is essentially that of a collaborator with a UI unit, program, or faculty member. The guarantees afforded by the principle of academic freedom [see 3160] are extended to members of the clinical faculty. They have substantially the same responsibilities and privileges as do members of the university faculty; however, their right to vote in meetings of the university faculty and of constituent faculties is limited in accordance with the provisions of 1520 II-3-B. They also qualify for the faculty-staff educational privilege [see 3740]. They are not eligible for sabbatical leave.

Clinical faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Clinical faculty members, as such, do not necessarily have teaching as a primary or major responsibility; however, with the approval of academic departments, they may teach classes, advise

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students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees (with approval by the vice president for research and graduate studies), or act as expert advisers to faculty members or groups.

2. The nature and extent of the services to be rendered are determined jointly by the clinical faculty member, his or her immediate supervisor, and the unit administrator(s) concerned.

3. Clinical faculty do qualify for the faculty-staff educational privilege [see 3740]

e. **Qualifications.** Assignment to a clinical faculty position is based on demonstrating knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to what is expected of faculty within that unit

H. NON-FACULTY. Those within this category are not members of the faculty.

H-1. POSTDOCTORAL FELLOW. Postdoctoral fellows are persons who hold the doctoral degree or its equivalent at the time of their appointment and are continuing their career preparation by engaging in research or scholarly activity. Postdoctoral fellows are special exempt employees in the category of "temporary or special" (FSH 3080 D-2 a) employees recognized by the regents. [See also 3710 B-1.b.] ~~Postdoctoral fellows are not members of the faculty.~~

H-2. GRADUATE STUDENT APPOINTEES: [See also 3080 D-2-a.]

a. Teaching Assistant. Teaching assistants conduct classroom or laboratory instruction under the supervision of a full-time member of the faculty. ~~Consult the *Graduate Bulletin* for further information. Teaching assistants are not members of the faculty.~~

b. Research Assistant. Research assistants provide research service, grade papers, and perform other nonteaching duties. ~~Consult the *Graduate Bulletin* for further information. Research assistants are not members of the faculty.~~

c. Graduate Assistant. Graduate assistants perform paper-grading and other nonteaching duties. ~~Consult the *Graduate Bulletin* for further information. Graduate assistants are not members of the faculty.~~

d. Research Fellow. This title is appropriate for registered graduate students engaged in research or scholarly activities sponsored by funds designated for fellowships. ~~Research fellows are not members of the faculty.~~

I. QUALIFICATIONS OF NONFACULTY MEMBERS FOR TEACHING UI COURSES. Persons who are not members of the university faculty but are selected to teach UI courses offered for university-level credit (including continuing-education courses and those offered by correspondence study) are required to have scholarly and professional qualifications equivalent to those required of faculty members.

3520

FACULTY TENURE

PREAMBLE: This section defines tenure and sets out the procedure by which a faculty member is evaluated, at the department, college, and university level, for a possible award of tenure. In general, the material gathered here was all an original part of the 1979 Handbook. The material that provides the first sentence of what is now subsection F, H-1, I-1 through I-3 was added in July 1987. At that time what is now subsection D (criteria for tenure) and subsections I-4 and J-1 (specifying review at the university level) were added and what is now H-4 (concerning the formal tenure-review process) greatly enlarged. Substantial revisions to D, H-3, H-4, H-5, and I-4 were made in July 1998. The tenurability of lecturers and senior instructors was clarified (Section E) in July 2001. Subsections F, G, and H were revised and J-3 added in July 2002, G-1 and H-3 were substantially revised July 2005. In July 2007 the form underwent substantial revisions to address enforcement and accountability issues in the UI promotion and tenure process as well as align the form with the Strategic Action Plan. Minor rearrangements and clarifications were made January 2008. In July 2008 this section was again revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. Except where specifically noted, the rest of the text was written in July 1996. More information may be obtained from the Provost's Office (208-885-6448) or the Office of the Faculty Secretary (208-885-6151). [ed. 7-97, 7-02, rev. 7-98, 7-01, 7-02, 7-05, 7-07, 1-08]

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~~**A. DEFINITION OF TENURE.** Tenure is a condition of presumed continuing employment that is accorded a faculty member by the regents, usually after a probationary period, on the basis of an evaluation and affirmative recommendation by a faculty committee with concurrence by the faculty member's departmental administrator and college dean and by the president. Tenure is granted only when there is a reasonable assurance based on performance that the faculty member will continue to meet the standards for tenure. After tenure has been awarded, the faculty member's service can be terminated only for adequate cause, the burden of proof resting with UI [see 3910], except under conditions of financial exigency as declared by the board [see 3970], in situations where extreme shifts of enrollment have eliminated the justification for a position, or where the board has authorized the elimination of, or a substantial reduction in, an academic program. [ed. 7-98][AT1]~~

AB. PURPOSE OF TENURE GENERAL. Tenure has as its fundamental purpose the protection of academic freedom in order to maintain a free and open intellectual atmosphere. The justification for tenure lies in the character of scholarly activity, which requires protection from improper influences from either outside or inside the university. A tenure policy strengthens the capability of a university to attract and retain superior teachers and scholars as members of the faculty. UI's tenure policy improves the quality of the faculty by requiring that each faculty member's performance be carefully scrutinized before tenure is granted and on an annual basis periodically thereafter [see FSH 3320-C]. [ed. 7-98]

BC. FURTHER DEFINITIONS.

BC-1. Board. As used throughout this section, "board" refers to the State Board of Education and Board of Regents of the University of Idaho. [ren. ?]

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B-12. TENURE is a condition of presumed continuing employment ~~that is~~ accorded a faculty member by the ~~regents board~~, usually after a probationary period, on the basis of an evaluation and ~~affirmative~~ recommendation by a faculty committee, ~~with concurrence~~ by the faculty member's ~~departmental unit~~ administrator, ~~and by the college dean, and by the president.~~ ~~Tenure is granted only when there is a reasonable assurance based on performance that the faculty member will continue to meet the standards for tenure.~~ [AT2] After tenure has been awarded, the faculty member's service can be terminated only for adequate cause, the burden of proof resting with UI [see 3910], except under conditions of financial exigency as declared by the board [see 3970], in situations where extreme shifts of enrollment have eliminated the justification for a position, or where the board has authorized the elimination of, or a substantial reduction in, an academic program. [ed. 7-98]

B-3C-2. University. As used throughout this section, "university" and "UI" refer to the University of Idaho.

BC-4-3. Faculty Member. For the purposes of this section and certain other sections that contain references to this subsection, "faculty member" is defined as any member of the university faculty ~~[see 1520 H-1]~~ who holds one of the following ranks: instructor, senior instructor, assistant professor, associate professor, or professor.

DC-D. CRITERIA FOR TENURE. Tenure is granted only to faculty members who demonstrate that they have made and will continue to make significant contributions in their disciplines through effective ~~performance in the responsibility areas (FSH 1565 C) as specified in their position description~~ teaching and service and their scholarship ~~in the areas of teaching and learning, artistic creativity, discovery and application, as appropriate and specified in their position descriptions.~~ The college and ~~departmental unit~~ criteria [see ~~HG-1~~ and ~~H-2~~] must also be met. [rev. 7-98].

ED. TENURABLE RANKS. The tenurable ranks are: senior instructor, assistant professor, associate professor, professor, assistant research professor, associate research professor, ~~distinguished professor,~~ [AT3] research professor; ~~;~~ and ~~librariansy,~~ ~~psychologist/licensed psychologist,~~ and extension faculty ~~all~~ with the rank of assistant professor, associate professor, and professor. ~~Administrative and service positions, as such, are not tenurable. Lecturer and instructor are not tenurable ranks. (See FSH 3560 D-1.)~~ The rank of senior instructor can be used with either a tenure or non-tenure track position but it is not a rank from which a faculty member may be promoted (See FSH 1565 D-1 bC.) ~~]~~ Appointments made to the titles may be made as "tenure track" or "non-tenure track" positions. [rev. 7-98, 7-01]

FE. TENURE ELIGIBILITY. The granting of tenure is based on the criteria formulated and described below and follows the procedures specified in subsections ~~E, F, G, H, and I.~~ Full-time faculty members who hold tenurable ranks are eligible for appointment to tenure under the conditions and through the procedures described in this section; ~~appointments to tenure may not be made, however, that will cause the number of faculty members with tenure to exceed 75 percent of the total number of faculty members.~~ [AT4]

FE-1. Tenure is not awarded automatically, but only on the basis of explicit judgment, decision, and approval. A faculty member who is eligible for consideration for tenure must be evaluated by the ~~departmental unit~~ tenure-recommending committee [see ~~HG-4~~] in accordance with the schedule in ~~GF-1~~. That committee's recommendation, together with the recommendations of the faculty member's ~~departmental unit~~ administrator, interdisciplinary leader and center administrator if appropriate, and dean, ~~including all narratives,~~ is forwarded to the president for review. In the event that the administrator submitting the recommendation has not had at least one year to evaluate the candidate, he or she will, except for reasons clearly stated in writing, rely on the evaluations and recommendations of the tenure-recommending committee when submitting his or her own recommendation. ~~The candidate is responsible for demonstrating that she or he has met the criteria for tenure. The authority to award tenure rests with the board, which has Tenure is awarded by the board, which has delegated its authority the responsibility to the president. Before attaining tenure, (The burden of proving worth rests with the appointee candidate. A faculty member eligible for tenure is to be informed in writing of his or her appointment (by proffered contract) or nonappointment to tenure not later than June 30 of the year of review for tenure. [See H-5J-2(?).] [AT5]~~ [rev. 7-02, 1-08]

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~~F-2.~~ The granting of tenure to a librarian, student counselor, other academic officer, or a member of the Cooperative University of Idaho Extension Service does not provide tenure in the particular position held. [AT6]

~~FE-23.~~ To serve as the administrator of an academic department, the appointee must hold academic rank in a discipline; a departmental unit administrator is never unable to be granted tenure in his or her administrative capacity. An employee A faculty member with tenure in an academic department who is appointed to an academic administrator position retains tenure in that department. (RGP IIG6i) [rev. 7-02]

~~FE-34.~~ The Board defines academic administrators who are eligible for tenure as the chief academic officer of the UI (provost), deans, department chairs, and their associates and assistants of academic units. An academic administrator may be appointed with or without academic rank, except that an administrator of an academic department must hold academic rank in a discipline. [See E-2 [AT7].] If the appointment carries academic rank, evaluation for tenure is conducted by the department in which the rank is held. In such cases, tenure will be granted only upon favorable recommendation of the department or upon successful appeal of an unfavorable departmental unit recommendation. In the event that tenure is not granted, the appointee may continue to serve in the administrative or service capacity (except as administrator of an academic department), but without academic rank. [rev. 7-02]

GF. TIME REQUIREMENTS FOR TENURE ELIGIBILITY.

~~GF-1.~~ Probationary or term appointments may be for one year, or for other stated periods not exceeding one year, and are subject to renewal. [See 3900.] Prior to the award of tenure, employment beyond the annual term of appointment may not be legally presumed. (RGP IIG6). Ordinarily a faculty member is not considered for tenure until the fourth full year of probationary service, and consideration is mandatory no later than the sixth full year of service. (RGP IIG6). Credit for prior experience may be given in accordance with the provisions in of GF-4. Faculty members initially employed as full professors can be appointed with tenure when this action is supported by a majority of the tenured faculty in the department or equivalent unit and by the university administration; otherwise, professors are considered for tenure during the fourth full year of service. [In [AT8] this context, unless otherwise specified, the term "year" means the appointment year, whether that is an academic, calendar, or fiscal year. When the appointment begins after January 1, then the following fiscal year date is the start date to begin counting for consideration for tenure. [AT9] A faculty member who is not awarded tenure may be given written notice of non-reappointment, or be offered a one-year terminal appointment, or be granted an additional short-term probationary appointment for not more than a twelve-month period by mutual agreement between UI and the faculty member. The decision to offer employment following a denial of tenure is in the sole discretion of the president (RGP IIG6j). [See 3900.] [rev. 7-98, 7-02, 7-05]

~~GF-2.~~ Tenure evaluation procedures must be started in sufficient time to permit completion by the end of the time periods indicated in GF-1. When authorized by the president or his or her designee, the year in which the tenure decision is made may be the terminal year of employment if the decision is to deny tenure. (RGP IIG6k). [rev. 7-02]

~~GF-3.~~ Satisfactory service in any professorial-tenurable rank may be used to fulfill the probationary periods required for awarding tenure. A maximum of two years of satisfactory service in the rank of instructor at UI may be recognized in partial fulfillment of the time requirement in the professorial-tenurable ranks. For the purposes of tenure eligibility only, the rank of senior instructor is considered as a professorial rank.

~~GF-4.~~ In cases involving prior equivalent service experience, tenure may be granted following less than the usual period of service. In particular, a new faculty members with comparable service experience (see 3050 B) from other institutions—educational, governmental, and others—with comparable service in relation to the expectations set forth in his/her position description – instructional, research, or service positions—may be granted credit for such service experience up to a maximum of four years and may be considered for tenure after a minimum of one full year of service at UI. A faculty members initially employed as a full professors can may be appointed with tenure when this action is supported by a majority of the tenured faculty in the department or equivalent unit and by the university

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administration; otherwise, a full professors not appointed with tenure is ~~are~~ considered for tenure ~~during not later than~~ the fourth full year of service. [ed. 7-98]

GF-5. In the event that a nontenured faculty member's ~~period of~~ service at UI has been discontinuous, prior years in the same or a similar ~~position~~ tenurable rank may be counted toward tenure eligibility, subject to the limitation stated in F-3 with respect to instructors, and subject to the conditions that:

- a. Not more than three years have passed since the ~~person~~ faculty member left UI.
- b. Applicability of the prior service toward tenure must be stated in writing before reappointment.
- c. At least one additional year is to be served before tenure is recommended.

F-76. If a tenured faculty member leaves UI and later returns to the same or a similar position after not more than three years, the appointment may be with tenure, or he or she may be required to serve an additional year before a tenure decision is made. Notification of probationary or tenure status is to be given in writing before reappointment.

GF-67. When a nontenured faculty member holding academic rank moves from one department to another within UI, the faculty member must be informed in writing by the provost, after consultation with the new department, as to the extent to which prior service will count toward tenure eligibility. (RGP IIG61) [rev. 7-02].

GF-8. When a tenured faculty member moves from one position to another within UI, or accepts a change from full-time to part-time appointment, his or her tenure status does not change. While a tenured faculty member is serving as a ~~departmental~~ unit administrator, college dean, or in some other administrative or service capacity, he or she retains membership, academic rank, and tenure in his or her academic department. Should the administrative or service responsibilities end, the faculty member ~~would take up~~ presumes duties in his or her academic discipline.

GF-9. ~~An~~ compassionate extension of the probationary period for tenure ~~probationary period~~ may be granted in certain exceptional ~~eases~~ circumstances that ~~which~~ may impede a faculty member's progress toward achieving tenure, including responsibilities with respect to childbirth/adoption, significant responsibilities with respect to elder/dependent care obligations, disability/chronic illness, or other exceptional ~~circumstances beyond the control of the faculty member.~~

- a. The procedures for requesting an compassionate extension are:
 1. The faculty member provides a written request to the Provost.
 2. Requests should be made in a timely manner, proximate to the events or circumstances ~~which~~ that occasion the request. All requests should state the basis for the request and include appropriate documentation.
 3. Except to obtain necessary consultative assistance on medical or legal issues, only the provost will have access to documentation pertaining to a request related to disability or chronic illness. The provost will, at his or her discretion, determine if consultation with the dean and/or department is appropriate. The provost shall notify the faculty member, department chair, and dean of the action taken.
 4. In most cases, extension of the ~~tenure~~ probationary period will be for one year. However, longer extensions may be granted upon a showing of need by the faculty member. Multiple extension requests may be granted. All requests for ~~tenure~~ probationary period extensions shall be made prior to commencing with a tenure or contract renewal review.
 5. If a ~~tenure~~ probationary period extension is approved, a reduction in ~~scholarly~~ productivity during the period of time addressed in the request should not prejudice a subsequent contract renewal decision. ~~Any faculty member in probationary status more than the ordinary probation period~~

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~~specified in 3520 G-1 because of extensions shall be evaluated as if the faculty member had been on probationary status for the ordinary probation period.~~

HG. EVALUATION FOR TENURE.

HG-1. Departmental/Unit Criteria. The faculty of each unit or equivalent unit establishes specific criteria for ~~tenure in teaching, research, and service pertaining to tenure of their members.~~ The criteria shall include a statement regarding the ~~role value and weight~~ ascribed to of interdisciplinary activity. ~~Departmental criteria are subject to review by the college committee on tenure and promotion for consistency with the college criteria. Such criteria~~ They unit criteria may be changed/ revised at any time by a majority vote of the departmental/unit faculty, but and they must be reviewed for possible changes at intervals not to exceed five years (see FSH 1590). Any such r ~~Revisions may not be retroactive but, for tenure evaluation purposes, are considered proportionately in conjunction with criteria that were previously in force. Unit criteria must be consistent with the college criteria and are subject to review by the college committee on tenure and promotion. [rev. 7-06, 1-08]~~

G-2. College Criteria. College criteria must be consistent with university criteria.

HG-2. Annual Review (FSH 3320). ~~All faculty members, tenured and Nontenured, are reviewed each year by the appropriate departmental administrators [see 3320]. In most cases, t~~ The principal basis for evaluation—the annual review is performance in relation to the position descriptions for the period under consideration where such descriptions have been developed according to the policies stated in FSH 3050 and in relation to the unit criteria for tenure and promotion. In the case of members of instructional faculty, the annual student evaluation of teaching is carefully weighed in this review. Each college must have procedures that guarantee that the student evaluations are considered (college procedures are subject to review and approval by the president and the board). The unit administrator’s annual evaluations, including all narratives and any evaluative comments provided by interdisciplinary/center administrators or from those administrators of faculty holding joint appointments together with the judgments of higher administrators, are used as one of the bases for recommendations concerning salary, reappointment, nonreappointment, promotion, tenure, or other personnel actions, as appropriate. The departmental administrator communicates in writing to each faculty member evaluated an assessment of strengths and weaknesses [a10].

HG-3. Third Year Review. A more thorough review by a non-tenured faculty member’s colleagues is held during the 24 to 36 months period after beginning employment at UI. The candidate creates a professional portfolio (see FSH 3570). A committee is appointed, in accordance with procedures determined by each unit, to consider the progress of each faculty member. The detailed procedures for appointing the committee and conducting the third-year review are developed by the faculty of each ~~department/unit~~ and made a part of the unit bylaws. In case of a conflict, the below requirements in a. supersede college and department/unit bylaws [AT11]. [rev. 7-98, 7-05, 1-08]

a. At a minimum, the candidate must submit the following materials:

1. Current curriculum vitae;
2. Annual evaluations and other progress reviews from ~~unit administrator~~ department chair(s), dean(s), and center executive administrator(s) where applicable; i.e.,— in the case of joint appointments and appointments where interdisciplinary activities are part of the faculty member’s position description, or in cases where faculty are located at ~~Centers—centers~~ or offsite locations, the secondary unit administrator ~~department chair(s)~~ and dean and/or center ~~executive administrators’ evaluative~~ comments should shall also be included;
3. Context statement written by the faculty member (limited to two pages) and approved by the department/college administrator(s), and center executive as applicable. ~~Statement may include~~

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~~expectations placed on a faculty member by circumstances extant at research institutes, interdisciplinary departments or centers, the requirement of joint appointments or other special circumstances;~~

~~4. Teaching portfolio (includes goals, responsibilities, evaluations, results and appendix, or exhibits), the narrative is limited to five pages;~~

~~5. Research and service Research and service statements as needed. These areas are often adequately represented in the vita; and~~

3. Professional Portfolio (see FSH 3570);[AT12]

~~64. Supporting materials. For example, it is appropriate to include a statement on of progress from the faculty member's progress from their mentor. At the candidate's discretion, additional material may be prepared and made available to all who are evaluating his/her suitability for tenure and/or promotion. Materials from the following areas, should also be included as appropriate: advancement, interdisciplinary activity, professional development and professional service.~~

~~b. In case of a conflict, these requirements supersede college and department bylaws. The non-tenured faculty member is given a copy of the committee's report and is informed in writing by the unit administrator of strong and weak points that are brought out by this review. The following materials are then submitted to the Provost's Office:~~

- ~~1. Analysis, and recommendations and narratives from:~~
 - ~~a) Dean,~~
 - ~~b) Department/Unit chair and, where applicable, interdisciplinary program leaders/administrators/leaders (those listed on the faculty member's narrative attached to his/her position description) and center administrators, and/or administrators of faculty in joint appointments, and~~
 - ~~c) Review committee(s).~~
- ~~2. Complete portfolio of 3rd year review materials.~~

HG-4. Formal Tenure Review.

~~a. The formal evaluation for the granting of tenure is made on the basis of the faculty member's potential requires assessing the faculty member's performance in meeting the criteria for tenure. effectiveness as a continuing member of the UI community. [hg13] To initiate the formal evaluation for the granting of tenure to a faculty member, the departmental-unit administrator (or college dean if the departmental-unit administrator is under consideration for tenure) obtains the position descriptions and annual evaluations (including all narratives) for the relevant period, the third-year review (all maintained in the departmental-unit office), the professional portfolio (from the nontenured faculty member, see FSH 3570), summary scores of student evaluations from all classes taught (Institutional Research and Assessment), and the curriculum vitae, and reviews all of the latter previous listed documentation as to for its completeness and accuracy with the person concerned candidate. [rev. 7-98, 7-02, 1-08]~~

~~b. Except in the case of senior instructors, The departmental-unit administrator will request an evaluation of the candidate's performance of every candidate for tenure from three to five appropriate external reviewers, who should include tenured faculty at peer institutions. Persons asked to write peer reviews should be at, or above, the rank the candidate is seeking. The names of at least two of these reviewers will be selected from a list will have been suggested by the nontenured faculty member candidate. (See also External Peer Review Guidelines on the Provost website at <http://www.promo-tenure.uidaho.edu/default.aspx?pid=100100->.) Final selection of external reviewers should take place at the unit level, in accordance with college policy. The letter of request will include the candidate's curriculum vitae, position descriptions (including all narratives) for the relevant period, the~~

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professional portfolio, and up to four examples of the candidate's scholarly work. In addition, the letter of request shall include instructions that the candidate be evaluated in relation to the candidate's personal context statement and unit and college criteria. When all deliberations within the university have been completed, the responses to these requests/external reviewers' evaluations will be shown to the faculty member after every effort has been made to ensure the reviewer's anonymity of these authors has been made. [*add. 7-98, rev. 7-02, 1-08*]

c. Copies of position descriptions, unit tenure criteria, annual evaluations, ~~the third year review, including all narratives, the third-year review (if applicable),~~ the professional portfolio, summary scores of the student evaluations, the curriculum vitae, and outside-external peer review letters are forwarded to each person participating in the review at the ~~departmental-unit~~ and higher levels. ~~Additional Supplementary material, supplied by the faculty member, if any, should~~ shall be available for review in the ~~departmental-unit~~ office. The results of the student evaluations of teaching must be carefully weighed and used as a factor in judging/assessing the teaching component in tenure determinations. ~~It is expected that t~~The departmental-unit administrator making the recommendation concerning tenure will, insofar as practicable, solicit, and address in his/her summary, have sought and considered the evaluative comments regarding of the candidate made from by all tenured faculty members of the department/unit, and from interdisciplinary leaders program directors and/or center administrators (if appropriate/applicable), and from the departmental/unit tenure-recommending committee (see HG-4-d). Any person having a familial or other similar significant relationship with t~~The candidate/faculty member's spouse is not permitted to serve in any capacity in the review process. Each department/unit is responsible for developing procedures in its bylaws that meet the requirements of this subsection (departmental/unit bylaws are subject to review and approval by the provost, see FSH 1590). A copy of the form that is to be used in transmitting the recommendations made at each stage of evaluation for tenure appears as the last two pages of this section. Included in the criteria for formal evaluation is participation in international activities.~~ [Ron14] [See also 3380 D.] [*rev. 7-98, 7-02, 1-08*]

d. The ~~departmental/unit~~ tenure-recommending committee includes the following, each with full vote: one or more tenured faculty members, one or more nontenured faculty members, one or more persons from outside the ~~department/unit~~, and, in cases involving the evaluation or review of members of the instructional faculty, one or more students sufficient to ensure equity of representation and who have had experience in the ~~department/unit~~ with which the faculty member being evaluated is associated. In cases involving the evaluation of individuals involved significantly in interdisciplinary activities, one or more members of the appropriate interdisciplinary program(s) faculty shall be included on the committee. Students are to comprise no less than 25 percent and no more than 50 percent of the committee. No faculty member serves on the ~~departmental/unit~~ tenure-recommending committee when it is considering his or her own case. ~~Nor is t~~The dean is permitted to attend/excluded from the departmental/unit committee's process/deliberations. Each unit is responsible for developing procedures, including protocols for voting, in its bylaws that meet the requirements of this subsection (unit bylaws are subject to review and approval by the provost, see FSH 1590). [*rev. and ren. 1-08*]

HG-5. Forwarding Materials. The ~~departmental/unit~~ administrator forwards his or her completed copy of the recommendation form for each person being considered to the dean along with the recommendation of the ~~departmental/unit~~ tenure committee, including all narratives and external review letters. A summary of votes, and any ~~The individual comments recommendations submitted by~~ tenured faculty members are also forwarded. Before forwarding the materials to the college, t~~The findings of the department/unit faculty and department/unit administrator are relayed in writing to the candidate indicating strengths as well as weaknesses as perceived at the department/unit level. The candidate has one week from receipt of the findings to may respond in writing to clarify the situation/provide written clarification if he or she believes his or her record or the departmental/unit criteria for tenure have been misinterpreted. Any such letter-clarification is forwarded with the rest of the candidate's materials to the college.~~ [*rev. 7-98*]

HG-6. Departmental-Unit Administrator under Review for Tenure. If a ~~departmental/unit~~ administrator is under consideration for tenure, the forms completed by the ~~departmental/unit~~ tenure committee and the tenured faculty

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members concerned are forwarded directly to the dean and the dean is responsible for making the summary. (See also FSH 1420 E-6)

III. REVIEW OF RECOMMENDATIONS AT THE COLLEGE LEVEL.

III-1. College Standing Committee. In each college there is a standing committee on tenure and promotion. The members serve terms of not less than three years on a staggered basis. The membership of the committee and the method of selection are prescribed in the bylaws of the college. *[ed. 7-98]*

III-2. College Criteria. Each college ~~shall have bylaws, adopted committee on tenure and promotion recommends, for adoption by the college faculty, specifying criteria consistent with FSH 1565 C in teaching, research, and service~~ for granting tenure (and promotion to specific ranks) in that college. The criteria shall include a statement regarding the ~~role value and weight~~ ascribed to interdisciplinary activity. College criteria must be compatible with the university-wide criteria as specified in FSH 1565 and C above 3560, and are subject to approval by the provost. The dean or the faculty (by petition of 20 percent or more of the faculty members of the college) may initiate consideration for revision of the criteria at any time. *[ed. 7-98, 7-01, rev. 7-06]*

III-3. College Standing Committee Recommendations. The College standing committee makes recommendations to the dean and the provost on the tenure of individual faculty members. *[rev. 1-08]*

III-4. Dean's Recommendation. The dean considers the recommendations made by the college's committee on tenure and promotion and makes his or her own recommendations. It is advisable that the dean confer collectively with the ~~departmental-unit~~ administrators about the merits of the faculty members whom they are recommending for tenure. ~~Before forwarding the materials to the provost, the findings of the college committee(s) and the dean are relayed to the candidate in writing indicating strengths as well as weaknesses as perceived at the college level. The candidate has one week from receipt of the findings to may respond in writing to clarify the situation provide written clarification if he or she believes his or her record or the college criteria for tenure have been misinterpreted. Any such letter-clarification is forwarded with the rest of the candidate's materials to the provost.~~ *[rev. 7-98, 1-08]*

II. REVIEW OF RECOMMENDATIONS AT THE UNIVERSITY LEVEL.

II-1. The individual recommendations, together with the summary recommendations of the ~~departmental-unit executive administrator~~, the recommendations of the college committee and those of the dean, including all narratives, are forwarded for review by the provost. Any individually signed recommendations are placed in the faculty member's personnel file. *[rev. 7-02]*

II-2. The awarding of tenure to an eligible faculty member is made only by a positive action of approval by the president. The president gives notice in writing to the faculty member of the granting or denial of tenure by proffered written contract, of appointment or nonappointment to tenure not later than June 30 (see also FSH 3900 B) after the academic year during which the decision is made. (RGP IIG6c). Notwithstanding any provisions in this section to the contrary, no person is deemed to have been awarded tenure solely because notice is not given or received by the prescribed times. No faculty member may construe the lack of notice of denial of tenure as signifying the awarding of tenure. If the president has not given notice to the faculty member as provided herein, it is the duty of the faculty member to make inquiry to ascertain the decisions of the president. *[rev. 7-02]*

II-3. The board requires the president to provide a list of the faculty members granted tenure in the university's regular semi-annual report to the board. (RGP IIC4b). *[add. 7-02]*

(Form on next two pages)

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REPORT OF EVALUATION AND RECOMMENDATION
FOR AWARDING OF TENURE

Date
Candidate's Name
Rank
Department or Unit

VERIFICATION OF ELIGIBILITY FOR TENURE

Criteria of eligibility for tenure are met as follows:

Candidate holds a tenure-track position and a tenurable rank [see section 3520 E of the Faculty-Staff Handbook].

Candidate has served one full year, or more, at UI in the rank of senior instructor or above.

Candidate has completed full years of probationary service at UI by serving full years in the rank of (from to), full years in the rank of (from to), and full years in the rank of (from to) [not more than two years in rank of instructor at UI may be counted]; and by being credited with not more than four years of equivalent service for full years as (rank) at (institution) and full years as at

We concur in the foregoing statements:

(Candidate) (Departmental/Unit Administrator)

REQUIRED ELEMENTS OF EVALUATION

Having reviewed the documents as referenced in G-4 c. candidate's curriculum vitae, position descriptions and annual evaluations (including all narratives), we concur in their completeness and accuracy. Other documentary material deemed by either of us to be pertinent has been appended to the curriculum vitae.

(Candidate) (Departmental/Unit Administrator)

Copies of the documents as referenced in G-4 c. curriculum vitae, position descriptions and annual evaluations (including all narratives) and supplementary material, and attachments, if any, were made available to the persons or groups called upon to participate in the evaluation of the candidate and to make recommendations on the awarding of tenure. Statistics and comments derived from student evaluations of the candidate's teaching performance were furnished to the same persons and groups. Files of student evaluations were made available for inspection in the college or departmental office.

(Departmental/Unit Administrator)

Departmental/Unit Administrator, (faculty with Joint Appointment)

Interdisciplinary/Center Administrator (when appropriate)

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Interdisciplinary/Center Administrator (when appropriate)

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RECOMMENDATIONS

Each reviewing person or group enters its recommendation below. If there are any considerations that support this conclusion, other than those contained in the records presented to the reviewers, a brief statement of those considerations ~~should~~ shall be appended.

The ~~departmental~~ unit tenure-recommending committee ____ does ____ does not recommend that tenure be granted: there were ____ votes in favor of and ____ votes against recommending that tenure be granted, and there were ____ abstentions.

(Committee Chair)

The tenured faculty members of the ~~department~~ unit ____ do ____ do not recommend that tenure be granted: there were ____ votes in favor of and ____ votes against recommending that tenure be granted, and there were ____ abstentions.

(~~Departmental~~ Unit Administrator)

I ____ do ____ do not recommend that tenure be granted.

(~~Departmental~~ Unit Administrator)

The college committee on tenure ____ does ____ does not recommend that tenure be granted.

(Committee Chair)

I ____ do ____ do not recommend that tenure be granted.

(Dean)

I ____ do ____ do not recommend that tenure be granted.

(President)

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FACULTY PROMOTIONS

PREAMBLE: This section discusses promotion in rank and the procedures by which a faculty member is evaluated, at the department, college, and university level, for a possible promotion. In particular the charge of the University Level Promotions Committee is given (subsection G). This section was an original part of the 1979 Handbook and has been revised in very minor ways several times since. In July 1994 it was more substantively revised: subsections A and B were largely rewritten to emphasize the faculty's responsibility for promotion, G-2 (add a "presumption in favor" of the candidate under certain conditions at the university level) and the last sentence of H (providing feedback to the candidate) added. Again in July 1998 there were substantial revisions to E-2 (making formal the requirement and procedures for an external review), and E-5 and F-5 (providing a feedback loop between candidate and subsequent evaluators). In July 2000 section B was revised to make clear that eligibility for promotion in rank necessitated a history of position descriptions that required activities consistent with the criteria for that rank. In July 2002 section D was edited to clarify promotion schedules at each rank. In July 2007 the form underwent substantial revisions to address enforcement and accountability issues in the UI promotion and tenure process as well as align the form with the Strategic Action Plan. In January 2008 the section underwent some minor editing and revising to bring it into greater conformity with other sections of the Handbook. ~~In July 2008 this section was again revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process.~~ Except where otherwise noted, the text is as of July 1996. Further information may be obtained from the Provost's Office (208-885-6448) and the Office of the Faculty Secretary (208-885-6151). [rev. 7-00, 7-02, 7-07, 1-08]

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- A. General
- B. Bases of Evaluation
- C. Responsibility
- D. Schedule
- E. Evaluation and Recommendation at the ~~Departmental~~ Unit Level
- F. Review of Recommendations at the College Level
- G. Review of Recommendations at the University Level
- H. Report of Recommendations Forwarded
- I. Appeal
- J. Annual Timetable for Promotion Consideration

A. GENERAL. Promotion to a rank requires the faculty member to meet the requirements for that rank. Responsibility for the effective functioning of promotion procedures rests with faculty and administrators. Decisions are based on thorough and uniform evaluation of the faculty member's² performance in relation to the expectations as listed in their/his/her position description, teaching, scholarship, and service. [1565 ~~C~~A-2, A-3, A-4, A-5, and A-6] Performance of university administrative duties as a unit administrator is not a consideration in promotion. [ed. 1-08]

B. BASES OF EVALUATION. Promotion in rank is granted only when there is reasonable assurance, based on performance, that the faculty member will continue to meet the ~~set~~ standards for promotion. The Faculty member's² position descriptions [see FSH 3050], covering the period since appointment to his or her current rank, provides a frame of reference for the ~~departmental-unit~~ expectations for satisfactory performance. When the appointment occurs after January 1, the following fiscal year is the first year of the promotion consideration period. In order to form a basis for promotion in rank, the position descriptions must require activity consistent with the criteria for that rank as stated in FSH 1565. The faculty member's professional portfolio and other documents are ability and performance, judged in the context of unit and college by-laws as well as the documents listed in E-2 a and b below. ~~these position descriptions, constitute the principal bases for evaluation of the faculty member for promotion. Evidence of teaching, scholarship, creative accomplishments, and service shall be considered in this evaluation process, using annual performance evaluations and other documents~~ [see also 1565 ~~C~~A-2, A-3, A-4, A-5, and A-6]. [rev. 7-00, ed. 1-08]

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C. RESPONSIBILITY. The responsibility for submitting recommendations in accordance with the prescribed schedule [see D] falls on the ~~departmental-unit~~ administrator or on the dean of the college if the college is not departmentalized. Small ~~departments-unit~~ or ~~divisions~~ may be joined with others for this purpose. The intent is to secure an adequate body of recommendations from those concerned and qualified to participate in the evaluation. The procedure involves successive considerations of the candidate, beginning with the faculty member's colleagues at the ~~departmental-unit~~ level, and proceeding through the college level to the university level. Interdisciplinary ~~team leaders~~ and center administrators are to be included as appropriate. [rev. 1-08]

D. SCHEDULE. Consideration of each faculty member for promotion is required according to the following schedule:

D-1. Instructors. Instructors are considered for promotion before the end of the third (in exceptional cases, the fourth) year of full-time service in this rank. Part-time service is not considered in determining the time for mandatory consideration for promotion. Periods of full-time service need not be consecutive; however, if there is an interruption of more than three years' duration in an instructor's full-time service, the instructor and the ~~departmental-unit~~ administrator may agree on an adjustment in the amount of full-time service that must be completed before consideration must be given to the instructor's promotion, such adjustment being subject to approval by the provost. If an instructor who is serving full-time with primary responsibilities in teaching is not promoted by the end of the year in which consideration for promotion is mandatory, the following year will be his or her terminal year. The provisions of this paragraph do not apply to the rank of senior instructor, which is, except in very rare instances, a terminal rank that does not lead to promotion to the professorial ranks. [See 1565 D-1 b-C-5]. [ed. 7-00, 7-04]

D-2. Assistant Professors. Assistant professors are considered for promotion before the end of their sixth year in that rank. When an assistant professor has been considered for promotion and not promoted, he or she will be considered again no less frequently than at five-year intervals. The review may be delayed upon the request of the assistant professor and the concurrence of the ~~department-unit~~ administrator and the dean. Assistant professors who have served eight years in that rank shall be considered for promotion following the process established in this policy. [ed. 7-97, ed. 7-02]

D-3. Associate Professors. Associate professors are considered for promotion before the end of their seventh year in that rank. If review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review required by the board of regents. (RGP IIG 6g) When an associate professor has been considered for promotion and not promoted, he or she should be considered again within five years. The review may be delayed upon the request of the associate professor and the concurrence of the ~~unit~~~~department~~ administrator and the dean. [ed. 7-02]

D-4. Early Consideration for Promotion. In addition to those whose consideration is mandated by this schedule, ~~any~~ faculty member may be considered for promotion at an earlier time if nominated for consideration by a faculty member of the recommending unit whose rank is higher than that of the nominee. It is suggested that the faculty member proposing to make the nomination confer with the administrator concerned on the merits of giving early consideration to the nominee. If it is determined that the nomination is to be made, the evaluation process is initiated by the recommending faculty member using a copy of the form that appears at the end of this section. The remainder of the evaluation process is the same for these additional candidates as it is for those regularly scheduled for consideration. A faculty member may request consideration of himself or herself for promotion but such a request does not require that the evaluation and recommendation process be carried out. [ed. 7-97, rev. 1-08]

D-5. Credit for Prior Service Experience. In cases involving prior equivalent ~~service~~ experience, promotion may be considered following less than the usual period of service. In particular, a new faculty members with comparable experience (see 3050 B) from other institutions —educational, governmental, and others with comparable service in relation to the expectations set forth in his/her position description instructional, research, or service positions—may be granted credit by the provost for such ~~service~~ experience up to a maximum of four years.

E. EVALUATION AND RECOMMENDATION AT THE ~~DEPARTMENTAL-UNIT~~ LEVEL. [ed. 7-97]

E-1. ~~Departmental-Unit~~ Criteria. The faculty of each ~~department-unit~~ or equivalent unit establishes, as appropriate for the unit, specific criteria that are consistent with criteria in 1565 C —in teaching, research, and service pertaining to—for promotion in rank of their members. The criteria shall include a statement regarding the role and weight ascribed to interdisciplinary activity. ~~Departmental-Unit~~ criteria are subject to review by

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the college standing committee on tenure and promotion for consistency with the college criteria. Such criteria may be ~~changed~~ revised at any time by a majority vote of the ~~departmental-unit~~ faculty, but they must be reviewed for possible changes at intervals not to exceed five years (see FSH 1590). ~~Any such r~~Revisions may not be retroactive but, for promotion evaluation purposes, are considered proportionately in conjunction with criteria that were previously in force. [rev. 1-08]

E-2. Formal Promotion Review.

a. The formal evaluation for promotion requires assessing the faculty member's performance in meeting the criteria for promotion. To initiate the formal promotion evaluation ~~for promotion of a faculty member~~, the ~~departmental-unit~~ administrator (or college dean if the ~~departmental-unit~~ administrator is under consideration for promotion) obtains the position descriptions for the relevant period (maintained in the ~~departmental-unit~~ office), annual performance evaluations, and the third year review if conducted while in the current rank, including all narratives, the professional portfolio (from the faculty member), summary scores of the student evaluations of all classes taught (from Institutional Research and Assessment), and the curriculum vitae, and reviews the latter ~~as to its~~ for completeness and accuracy with the faculty member ~~person concerned~~. [ren. & rev. 1-08]

b. The ~~department-unit~~ administrator will request an evaluation of the candidate's performance ~~of every candidate for promotion~~ from three to five appropriate external reviewers, who should include faculty at peer institutions. Persons asked to write peer reviews should be at, or above, the rank the candidate is seeking, ~~holding at least the rank of associate professor~~. The names of at least two of these reviewers will ~~have been selected from a list~~ suggested by the candidate for promotion. (Also see External Peer Review Guidelines on the Provost website at <http://www.promo-tenure.uidaho.edu/default.aspx?pid=100100>.) Final selection of external reviewers should take place at the unit level, in accordance with college policy. The letter of request will include the candidate's curriculum vitae, position descriptions for the relevant period (including all narratives), the professional portfolio, and up to four examples of the candidate's scholarly work. In addition, the letter of request shall include instructions that the candidate be evaluated in relation to the candidate's personal context statement and unit and college criteria. When all deliberations within the university ~~have been~~ are completed, the external reviewers' responses ~~evaluations to these requests~~ will be shown to the faculty member after every effort has been made to ensure the reviewers' anonymity ~~of these authors has been made~~. [ren. 1-08]

c. Copies of ~~these documents~~ referred to in E-2 a. are ~~furnished~~ made available to each person participating in the review at the ~~departmental-unit~~ and higher levels. Additional Supplementary material, if any, supplied by the faculty member should shall be available for review in the ~~department-unit~~ office. [See also 3380 D.] The results of the student evaluations of teaching must be carefully weighed and used as a factor in judging ~~assessing~~ the teaching component in promotion decisions. [rev. 7-98, ren. 1-08]

d. A promotion committee shall be formed consistent with unit by-laws. If one is not specified, the structure of the tenure committee as described in FSH 3520 G-4 d. shall be used.

~~de.~~ Members of the faculty of the candidate's ~~department-unit~~ (or group of small ~~units~~ departments joined together for this purpose) whose ranks are higher than that of the candidate are afforded an opportunity to submit their opinions and recommendations on the candidate's promotion on the lower portion of the front page of the prescribed form. ~~It is expected that t~~ The departmental-unit administrator making the recommendation concerning promotion will, insofar as practicable, solicit, and address in his/her summary, to have sought and considered the evaluative comments of regarding the candidate from ~~made by~~ all faculty members (within the candidate's unit) of a higher rank than the candidate ~~of the department, from interdisciplinary program directors leaders and/or center administrators (if appropriate)~~ applicable. Any person having a familial or other similar significant relationship with the candidate ~~The faculty member's spouse~~ is not permitted to serve in any capacity in the review process. Each ~~department-unit~~ is responsible for developing procedures in its bylaws that meet the requirements of this subsection (~~departmental-unit~~ bylaws are subject to review and approval by the provost, see FSH 1590). A copy of the form ~~that is to be used in transmitting the recommendations made at each stage of evaluation for promotion appears as the last two pages of this section. Included in the criteria for formal evaluation is participation in international activities.~~ [See also 3380 D.] [rev. & ren. 1-08]

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~~ef.~~ The ~~departmental-unit~~ administrator completes the first section on the back of the recommendation form. In arriving at ~~his or her~~ a conclusion, the administrator carefully considers ~~and gives weight to~~ the following (particularly as they relate to the factors listed in B): the information obtained from the curriculum vitae, the position descriptions (including all narratives), the conference with the candidate, the recommendations solicited from the candidate's colleagues, the external reviewers, interdisciplinary administrators and/or center administrators (if applicable) and the results of annual student evaluations of teaching (in the cases of teaching members of the faculty). [*ren. 1-08*]

E-3. Forwarding Materials.

a. Before forwarding the materials to the college, the unit administrator shall forward the following to the candidate:

- the written findings of the unit faculty and/or committee's report and vote,
- the department his or her administrator written report which shall include indicating strengths as well as weaknesses as perceived at the ~~unit~~department level.

The candidate has one week from receipt of the above to respond in writing to clarify the situation provide written clarification if he or she believes his or her record or the ~~departmental-unit~~ criteria for promotion have been misinterpreted. Any such clarification is forwarded with the rest of the candidate's materials to the college.

b. The ~~departmental-unit~~ administrator then forwards the following items to the dean:

- his or her completed copy of the recommendation form for each person considered to the dean.
- the forms submitted by individual faculty members, including responses from external reviewers, interdisciplinary administrators and/or center administrators (if applicable)
- a summary of votes and any comments
- Any clarification received from the candidate as noted in "a" above. ~~are also forwarded to the dean.~~

E-4. The names of the members of the unit committee are made public after the committee's recommendations have been forwarded.

E-54. Departmental-Unit Administrator Under Review for Promotion. If a ~~departmental-unit~~ administrator is under consideration for promotion, the forms completed by the faculty members concerned, are forwarded directly to the dean and the dean is responsible for making the summary. (See also FSH 3320 C-2) [*ren. 1-08*]

F. REVIEW OF RECOMMENDATIONS AT THE COLLEGE LEVEL.

F-1. College Standing Committee. In each college there is a standing committee on tenure and promotion. The members serve for terms of not less than three years on a staggered basis. The membership of the committee and the method of selection are prescribed in the bylaws of the college. [*rev. 1-08*]

F-2. College Criteria. Each college shall have bylaws, adopted committee on tenure and promotion recommends, for adoption by the college faculty, specifying criteria consistent with FSH 1565 C in teaching, research, and service for granting promotion to specific ranks in that college. The criteria shall include a statement regarding the role value and weight ascribed to interdisciplinary activity. ~~Such College~~ criteria must be compatible with the university-wide criteria as specified in 1565, ~~3520~~, and section A above and are subject to approval by the provost. The dean or the faculty (by petition of 20 percent or more of the faculty members of the college) may initiate consideration for revision of the criteria at any time. [*rev. 1-08*]

F-3. College Standing Committee Recommendations. The college standing committee makes recommendations to the dean and provost on promotion of individual faculty members.

~~F-4. Assistant professors who have served eight years in that rank, have consistent records of good or superior performance in their principal assigned duties, have been regularly rated in the top categories for salary adjustment, have terminal degrees, and are recommended for promotion by their departmental administrators are not given further consideration at the college level but have their names automatically placed before the university-level review committee.~~

F-45. Dean's Recommendations. The dean considers the recommendations made by the college's committee on promotion and makes a his or her own recommendation. It is advisable that the dean confer collectively with the ~~departmental unit~~ administrators about the merits of the faculty members whom they are recommending for promotion. Before forwarding the materials to the provost, ~~the~~ findings of the college committee(s) and the dean are relayed in writing to the candidate indicating strengths as well as weaknesses as perceived at the college level. The candidate has one week from receipt of the findings to may respond in writing to clarify the situation provide written clarification if he or she believes his or her record or the college criteria for promotion have been misinterpreted. Any such ~~letter clarification~~ is forwarded with the rest of the candidate's materials to the provost. [rev. 7-98]

F-56. The names of the members of the college committee are made public after the committee's recommendations have been forwarded.

G. REPORT OF RECOMMENDATIONS FORWARDED. When an administrator forwards a his or her recommendation ~~on each candidate~~ to the next higher level, he or she simultaneously reports, in writing, ~~the disposition of each case~~ recommendation to the candidate concerned and to those who have submitted recommendations on that candidate. If the recommendation is negative, then reasons for the negative recommendation are transmitted in writing to the candidate. [ed. 7-97, ren. 1-08]

H. REVIEW OF RECOMMENDATIONS AT THE UNIVERSITY LEVEL BY THE PROMOTIONS REVIEW COMMITTEE. [ren. 1-08]

H-1. All individual recommendations, together with the summary recommendations of the unit administrator, the recommendations of the college committee and those of the dean, including all narratives, are forwarded for review by the provost. Any individually signed recommendations are placed in the faculty member's personnel file. [rev. 1-08]

H-2. A ~~University-level Promotions Review~~ Committee of faculty members, chaired by the provost, is named each year. The committee reviews each promotion recommendation with specific reference to university guidelines and the criteria established by the ~~department unit~~ and college of the faculty member concerned and reflected in the faculty member's position descriptions for the relevant period; this review involves full consideration of the material that was used in making the recommendations at the ~~departmental unit~~ and college levels.

a. One-third of the committee's membership is randomly selected by the provost from the previous year's committee; the remaining ~~der of the~~ members are selected by the provost and the chair and vice chair of the Faculty ~~Council-Senate~~ from nominations submitted by the senate. The random selection of carryover members is done one week before the senate makes its nominations. The delegation representing the College of Letters, Arts and Social Sciences on Faculty ~~Council-Senate~~ nominates six faculty members who should be representative of the breadth of the disciplines within the college. ~~from the college two each from (a) the social sciences and humanities, (b) the natural sciences, and (c) communication, music, and theatre arts.~~ The delegation representing the College of Agricultural & Life Sciences on Faculty ~~Council-Senate~~ nominates four faculty members from the college--two each from (a) faculty with greater than 50% teaching and research appointments and (b) faculty with greater than 50% ~~Cooperative University of Idaho Extension Service~~ appointments. The delegations from each of the other colleges and the Ffaculty-at-Llarge each nominates two faculty members from their its constituencies.

b. Membership of the committee, including carryover members, consists of the provost (chair), three representatives from the College of Letters, Arts and Social Sciences, two representatives from the College of Agricultural & Life Sciences, one representative from each of the other ~~constituencies~~ colleges, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs. The provost, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs shall be ex-officio members without vote. ~~A subcommittee, designated by the provost, of the Promotions Review Committee is given the particular responsibility of evaluating recommendations for promotion.~~ Applications of faculty members being considered for promotion from in the University Library, Law Library, Counseling and Testing Center, and the Cooperative University of Idaho Extension will be presented by the University Promotions Committee's representative whose own position most closely matches that of the applicant Service. ~~The names of the members of the departmental and college advisory committees~~

ATTACHMENT 3

~~are made public after the committee's recommendations have been forwarded.~~ [at1] The names of the members of the University Promotions Committee will be made public as soon as the committee's recommendations have been forwarded ~~all have been appointed~~. The chair will conduct voting on candidates by closed ballots. [rev. 7-97, ren. 1-08]

H-3. A presumption in favor of promotion shall exist for each candidate who comes to the ~~university-level~~ University Promotions Review Committee with a favorable recommendation from all of the committees ~~which that~~ have considered the matter at the ~~departmental-unit~~ and college level, from the ~~department-unit~~ chair and dean directly involved, and from a majority of the faculty members who submitted a recommendation pursuant to section E-2.d.3 above. Upon showing that the lower level recommendations were made without due regard for the university criteria for the rank sought pursuant to section 1565, Faculty Ranks and Responsibilities, the presumption shall be overcome, and in such case the University Promotions Review Committee shall state in writing the reasons for the decision. [ed. 7-98, ren. 1-08]

I. APPEAL. When a person is informed (after the recommendations of the ~~university-level~~ University Promotions Review Committee have been considered) that there has been a decision not to recommend his or her promotion to the regents, he or she has the right of appeal. [See 3840.]

J. ANNUAL TIMETABLE FOR PROMOTION CONSIDERATIONS. The process of promotion considerations is carried out annually. The unit level evaluation for promotion begins summer/early fall and shall follow the ~~according to the following approximate timetable provided by the provost and published on his website.:~~

~~November~~ Summer: Promotion evaluations begin at the departmental unit level.

~~December:~~ Departmental Unit administrators must have sent their promotion recommendations to their deans. Each candidate must have been notified of the nature of the departmental unit administrator's recommendation.

~~December:~~ Deans must have sent their recommendations to the provost. Each candidate and the departmental unit administrator concerned must have been notified of the nature of the dean's recommendation.

~~February:~~ The university level Promotions Review Committee meets. [See FH? 2 above.]

~~March:~~ Candidates for promotion and their deans and departmental unit administrators are notified as to whether their promotions in rank will be recommended by the president provost to the president regents.

[ed. 7-99]

(Form on next two pages)

UI FACULTY-STAFF HANDBOOK

Chapter III: EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

Section 3560: Faculty Promotions

July 2007

REPORT OF EVALUATION AND RECOMMENDATION
FOR PROMOTION IN FACULTY RANK

Date _____

Name _____ Department or Unit _____

Considered for promotion to the rank of _____

Has served in the rank of _____ since _____

REQUIRED ELEMENTS OF EVALUATION

Having reviewed the candidate's curriculum vitae, position descriptions and annual evaluations (including all narratives), and annual reviews, we concur in ~~its~~ their completeness and accuracy. Other documentary material deemed by either of us to be pertinent has been appended to the curriculum vitae.

(Candidate)

(Departmental Unit Administrator)

~~Copies of the documents as referenced in E-2 curriculum vitae, position descriptions and annual evaluations (including all narratives) and supplementary material, if any, were made available to the persons or groups called upon to participate in the evaluation of the candidate and to make recommendations on his or her promotion. Statistics and comments derived from student evaluations of the candidate's teaching performance were furnished to the same persons and groups. Files of student evaluations were made available for inspection in the college or departmental office.~~

(Departmental Unit Administrator)

(Departmental Unit Administrator, (Faculty with joint appointments)

Interdisciplinary/Center Administrator (when appropriate)

Interdisciplinary/Center Administrator (when appropriate)

=====(cut along these lines)=====

RECOMMENDATIONS

Each reviewing ~~person individual or group~~ enters his/hers recommendation below. If there are any considerations that support this conclusion, other than those contained in the records presented to the reviewers, a brief statement of those considerations should be appended.

I judge the candidate's performance of the duties assigned in his or her position description to be:

- _____ excellent
- _____ good
- _____ average
- _____ poor
- _____ unsatisfactory

I _____ recommend
 _____ do not recommend
 _____ abstain from making a recommendation on the proposed promotion.

 (Signature) (Rank) (Department Unit)
 (Recommendations continue on back of form)

UI FACULTY-STAFF HANDBOOK

Chapter III: EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

Section 3560: Faculty Promotions

July 2007

Evaluations of the candidate and recommendations on the proposed promotion have been submitted by ____ faculty members. Of these, ____ judged the candidate's performance of assigned duties to be excellent, ____ judged it to be good, ____ average, ____ poor, and ____ unsatisfactory.

Moreover, ____ recommended promotion, ____ recommended against it, and ____ abstained from making a recommendation.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

(~~Departmental~~ Unit Administrator)

The college committee on promotions ____ does ____ does not recommend the proposed promotion. The committee's vote was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

(Committee Chair)

The ~~departmental-unit~~ administrators of this college (did)(did not) meet to consider collectively all of the recommendations submitted by the ~~units~~ departments. The vote of this ~~body~~ group was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

(Dean)

In the university-level review committee, the votes were: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

(Provost)

I ____ do ____ do not recommend that the candidate be promoted.

(Provost)

I ____ do ____ do not recommend that the candidate be promoted.

(President)

UI FACULTY-STAFF HANDBOOK

CHAPTER THREE:

EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

January 2008

3570

PROFESSIONAL PORTFOLIO

PREAMBLE: This section was introduced to the Handbook July 1998 as section B of 1565. For better ease of access it was made its own section in January 2008. In July 2008 this section was revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. More information may be obtained from the Provost's Office (208-885-6448), or the Office of the Faculty Secretary ((208 885 6151).

CONTENTS:

- A. Introduction
- B. Professional Portfolio for Third-Year Review, Tenure, and/or Promotion

A. INTRODUCTION. Evidence of effective teaching, and scholarship and creative activities, in the areas of teaching and learning, artistic creativity, discovery, and application/integration outreach and extension, and organizational leadership (FSH 1565 C) are-is to be provided within the framework of a professional portfolio submitted by the faculty member for the third year review (FSH 1565 GH-3) and when under consideration for tenure and promotion. The professional portfolio should be designed to complement the faculty member's current curriculum vitae and position descriptions. For evaluative purposes, individual faculty members may also prepare and submit a portfolio on an annual basis. The professional portfolio should address all aspects of the individual faculty member's responsibilities. The preparation of a portfolio encourages one's growth and development in all relevant areas. Through the collection and organization of a variety of materials in combination with self-reflection, one gains an overview of one's responsibilities as a member of the academic community. An individual faculty member understands best what he or she does and the portfolio explains the nature of the faculty member's activities so that others will understand them fully for purposes of assessment. The format and method of presentation of the professional portfolio is a matter of faculty choice. When this portfolio is to be included with the files of candidates for tenure and/or promotion, the page limits indicated below should be followed. At the candidate's discretion, though a more comprehensive portfolio can be prepared and made available to colleagues in the unit evaluating his/her suitability for tenure and/or promotion. [AT1]

B. PROFESSIONAL PORTFOLIO FOR THIRD-YEAR REVIEW, TENURE, AND/OR PROMOTION. Diversity rather than uniformity is encouraged since the portfolio serves to reflect the academic discipline and position description of each faculty member - the context within which each faculty member does his/her job. The following listing represents the minimal minimum requirements of items that are to be included in the contents of a professional portfolio. The faculty member may provide additional material that offers further insight into individual their his/her responsibilities and accomplishments. (The portfolio that is forwarded for tenure and/or promotion is limited to twelve pages. At the candidate's discretion, additional material may be prepared and made available to all who are evaluating his/her suitability for tenure and/or promotion. This additional material, if any, is available for review in the departmental office, but is **not** forwarded with the packet.)

B-1. Personal Context Statement describing the faculty member's scholarly responsibilities within his or her academic unit. The personal context statement is written by the faculty member (limited to two pages) and reviewed by the relevant approved by the department unit/college/administrator(s), and center administrators, for accuracy as applicable. The statement may include expectations placed on a faculty member by circumstances extant at research institutes, interdisciplinary programs or research departments, or centers, the requirements of joint appointments or other special circumstances.;

B-2. Personal Philosophy Statement regarding the faculty member's professional activities relevant to his/her position description.

B-3. Evidence not included in the curriculum vitae (as appropriate to the position description) of the faculty member's productivity, scholarly ability, and student success.

B-4. Evidence of professional growth in the faculty member's areas of responsibility.

~~**B-5. Other supplementary materials distinct to the individual faculty member.**~~

C. ACADEMIC UNIT CONTEXT STATEMENT

C-1. An Academic Unit Context Statement is included in the package of materials sent to external peer reviewers (see FSH 3520 G-4 b and 3560 E-2 b). It is intended to inform reviewers about the academic environment at the University of Idaho so that reviewers may consider the similarities and differences between their own academic units and that of the candidate for tenure or promotion. The Academic Unit Context Statement shall be developed and approved by the faculty of the academic unit and reviewed regularly for accuracy. Each faculty member may clarify their unique responsibilities within their Personal Context Statement (see B-1 above).

C-2. The Academic Unit Context Statement is included with other materials used in the review process at levels beyond the unit, but is distinct from the Personal Context Statement described in B above.

C-3. The Academic Unit Context Statement describes relevant features of the university, college and academic unit. The context statement should cover the following areas:

- a. The usual allocation of effort as described in the position descriptions of faculty in the academic unit.
- b. A description of the annual review process and annual performance criteria.
- c. Unit/College criteria for promotion and tenure.
- d. Resources available to support scholarly activity such as travel, teaching assistants, etc.
- e. Other information deemed useful to those outside the academic unit.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2010

SUBJECT

First Reading, Proposed Amendments to Board Policy II.G.6.i, Tenure for Academic Administrators

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.G. Policies Regarding Faculty (Institutional Faculty Only).

BACKGROUND/DISCUSSION

Board Policy Section II.G.6.i.(2), stipulates that “an employee with tenure in an academic department or equivalent unit who is appointed to an academic administrator position retains tenure in that department or equivalent unit.” Current policy defines academic administrators as “chief academic officers of the Office of the State Board of Education and the institutions and the deans and department chairs and their associates/assistants of the academic units of the institutions” and further indicates that persons occupying other administrative positions shall not be included.

In 2007 and 2008, the Board waived Board Policy II.G.6.i on several occasions to allow the institutions to offer a tenured faculty position for a Vice President for Research. Due to the number of requests to waive this policy provision, Board staff felt that the definition of academic administrators should be expanded to include research administrators.

Board staff worked with the Council on Academic Affairs and Programs (CAAP) on proposed amendments that would provide the provision for Vice Presidents for Research to be among those administrative positions to be eligible for tenure. Other amendments include removing the reference to the “chief academic officers of the Office of the State Board of Education” from the definition and adding “vice provosts or equivalent” to the definition due to the position title differences at each institution and to provide some flexibility. CAAP also proposed amending II.G.6.i.(6), which references the manner in which an administrative employee would be evaluated. The proposed change would require an administrative employee who is granted tenure, to be reviewed in accordance to policies established at each institution and not according to the tenured faculty policy.

IMPACT

Approval of the amendments would allow institutions to attract qualified candidates in the future without requiring a waiver to the policy, clarifies definitions of eligible academic administrators, and enables institutions to evaluate their administrative employees based on their policies for administrator review.

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STAFF COMMENTS AND RECOMMENDATIONS

Board staff and CAAP recommend approval of the proposed amendments to Board policy Section II.G.6.i, as presented.

BOARD ACTION

A motion to approve the first reading of proposed amendments to Board Policy Section II.G.6.i, Tenure for Academic Administrators as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) February 2010

6. Tenure

a. Tenure Defined - Tenure is a condition of presumed continuous employment following the expiration of a probationary period and after meeting the appropriate criteria. After tenure has been awarded, the faculty member's service may be terminated only for adequate cause; except in the case of retirement or financial exigency as declared by the Board; in situations where extreme shifts of enrollment have eliminated the justification for a position; or where the Board has authorized elimination or substantial reduction in a program. Tenure status is available only to eligible, full-time institutional faculty members, as defined by the institution. All faculty appointments are subject to the approvals as required in Board policy. Nontenured members of the faculty are appointed to term appointments pursuant to subsection G1. Any commitment to employ a nontenured member of the faculty beyond the period of his or her current term of appointment is wholly ineffective.

b. Acquisition of Tenure

(1) Professional-Technical Faculty hired under the division of professional-technical education prior to July 1, 1993 who were granted tenure may retain tenure in accordance with these policies. Individuals hired under the Division of Professional-Technical education subsequent to July 1, 1993 are hired and employed as nontenure track faculty and will:

- (a) be afforded the right to pursue promotion; and
- (b) be considered and granted an employment contract in accordance with these policies and be subject to continued acceptable performance and/or the needs of the institution; and
- (c) be afforded on opportunity to serve on institutional committees.

(2) Academic faculty members, after meeting certain requirements, established by the employing institution, may acquire tenure. Each institution shall develop policies for the acquisition of tenure that are consistent with this general philosophy and policy statement of the Board. Acquisition of tenure is not automatic, by default or defacto, but requires an explicit judgment, decision, and approval. A faculty member is eligible to be evaluated for the acquisition of tenure after having completed four (4) full years of academic employment at the institution, although tenure may be awarded prior to completion of this initial eligibility period in certain exceptional cases as provided in Board Policy II.G.6.d.4.a). In addition, an academic faculty member must be evaluated for the acquisition of tenure

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not later than the faculty member's sixth (6th) full academic year of employment at the institution. In certain exceptional cases a faculty member may petition for extension of the timeline for tenure due to extenuating circumstances as provided in Board Policy II.g.6.d.4.b).

- c. Notification - An individual eligible for tenure must be informed, by proffered written contract, of appointment or nonappointment to tenure not later than June 30 after the academic year during which the decision is made. In case of denial of tenure, the faculty member must be given a written notice that tenure was denied.

- d. Standards of Eligibility for Tenure
 - (1) Annual Appointments - Until the acquisition of tenure, all appointments are made for a period not to exceed one (1) year. Prior to the award of tenure, employment beyond the annual term of appointment may not be legally presumed.

 - (2) Service in Professional Rank - All satisfactory service in any professorial rank may be used to fulfill the time requirement for acquiring tenure. Each institution must develop criteria and rules by which prior service may be evaluated for inclusion in experience necessary for acquiring tenure.

 - (3) Service in Instructor Rank - A maximum of two (2) years satisfactory service in the rank of instructor at the institution will be allowed in partial fulfillment of the time requirement in the professorial ranks. Faculty members who hold the rank of instructor may be eligible for tenure status if provided for by the institution even though they teach in fields that have established professorial ranks.

 - (4) Exceptional Cases
 - (a) Tenure may be awarded prior to completion of the usual eligibility period in certain exceptional cases. In such cases, the burden of proof rests with the individual.

 - (b) Extension of the tenure review period may be granted in certain exceptional cases. In such cases the faculty member must formally request such an extension and indicate the reason for the request. An institution that permits an extension of the tenure review period must include in its policies the procedure a faculty member must follow to request such an extension, and the basis for determining the modified timeline for review.

- e. Evaluation For Tenure - It is expected that the chief executive officer, in granting tenure, will have sought and considered evaluations of each candidate by a committee appointed for the purpose of annual evaluations or tenure status. Such committee must consist of tenured and non-tenured

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- faculty; student representation; and one (1) or more representatives from outside the department. Each member of the committee has an equal vote on all matters. The committee must give proper credence and weight to collective student evaluations of faculty members, as evidenced by an auditing procedure approved by the chief executive officer. The recommendation of the committee will be forwarded in writing through appropriate channels, along with written recommendations of the department chairperson or unit head, dean, and appropriate vice president, to the chief executive officer, who is responsible for making the final decision.
- f. Award of Tenure - The awarding of tenure to an eligible faculty member is made only by a positive action of the chief executive officer of the institution. The president must give notice in writing to the faculty member of the approval or denial of tenure. Notwithstanding any provisions in these policies to the contrary, no person will be deemed to have been awarded tenure because notice is not given
- g. Periodic Performance Review of Tenured Faculty Members - It is the policy of the Board that at intervals not to exceed five (5) years following the award of tenure to faculty members, the performance of tenured faculty must be reviewed by members of the department or unit and the department chairperson or unit head. The review must be conducted in terms of the tenured faculty member's continuing performance in the following general categories: teaching effectiveness, research or creative activities, professional related services, other assigned responsibilities, and overall contributions to the department.
- (1) Procedures for periodic review - Each institution must establish procedures for the performance review of tenured faculty members at the institution. Such procedures are subject to the review and approval of the Board. Each year the academic vice president or designee is responsible for designating in writing those tenured faculty members whose performance is subject to review during the year.
- (2) Review standards - Each institution may establish its own internal review standards subject to approval by the Board. Absent such institutional standards, the institution must use the following standards.

If during the periodic review, the performance of a tenured faculty member is questioned in writing by a majority of members of the department or unit, the department chairperson or unit head, the appropriate dean, the appropriate vice president, or the chief executive officer, then the appropriate vice president or equivalent administrator must decide whether a full and complete review must be conducted in accordance with the procedures established for the initial evaluation for tenure at the institution. If during the periodic review, the performance of a tenured

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faculty member is not questioned in writing, members of the department or unit and the department chairperson or unit head must prepare a written review statement that the performance review has been conducted and that a full and complete review is not required.

- (3) Exception for Associate Professors in the Promotion Process - Generally, the promotion from the rank of associate professor to full professor is considered no earlier than the fifth full year after attaining the rank of associate professor, which is generally contemporaneous with the granting of tenure. In such cases, if review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review described here.
 - (4) Termination of employment - If, following a full and complete review, a tenured faculty member's performance is judged to have been unsatisfactory or less than adequate during the period under review, the chief executive officer may initiate termination of employment procedures for the faculty member. In other words, an unsatisfactory or less than adequate performance rating shall constitute adequate cause for dismissal.
- h. Dismissal for Adequate Cause - Tenured faculty members may be dismissed for adequate cause as provided for in Subsection L of this Section.
- i. Tenure for Academic Administrators
- (1) "Academic administrators," for purposes of this topic, means the chief executive officer/presidents, chief academic officers ~~of the Office of the State Board of Education and~~ /provosts, vice provosts or equivalent of the institutions, and the deans, associate/assistant deans, and department chairs and their associates/assistants of the academic units of the institutions, and the vice presidents for research of the institutions, and shall not include persons occupying other administrative positions.
 - (2) An employee with tenure in an academic department or equivalent unit who is appointed to an academic administrator position retains tenure in that department or equivalent unit
 - (3) An individual hired for or promoted to an academic administrator may be considered for a tenured faculty rank in the appropriate department or equivalent unit. Such consideration is contingent upon approval by the institution's president.

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- (4) Upon termination of employment as an academic administrator, an employee with tenure may, at his or her option, return to employment in the department or equivalent unit in which he or she holds tenure unless such employee resigns, retires, or is terminated for adequate cause.
- (5) An individual hired for a non-academic administrator position from outside the institution will not be considered for tenured faculty rank in conjunction with such appointment. However, he or she may be granted an adjunct faculty appointment, upon the recommendation of the appropriate department and dean and with the approval of the provost or chief academic officer and president, if the individual will teach and otherwise contribute to that department.
- (6) Notwithstanding the above, each administrative employee who is granted tenure shall be reviewed in the same manner as tenured faculty accordance to policies established at each institution for the evaluation of an academic administrator.
- j. Terminal Contract of Employment - If a faculty member is not awarded tenure, the chief executive officer must notify the faculty member of the decision not to recommend tenure and may, at his or her discretion, either issue to the faculty member a contract for a terminal year of employment, or, at the sole discretion of the chief executive officer, issue to the faculty member contracts of employment for successive periods of one (1) year each. Such appointment for faculty members not awarded tenure must be on an annual basis, and such temporary appointments do not vest in the faculty member any of the rights inherent in tenure and there shall be no continued expectation of employment beyond the annual appointment.
- k. When authorized by the chief executive officer, or his or her designee, the year in which the tenure decision is made may be the terminal year of employment.
- l. Effect of lapse in service, transfer, reassignment, reorganization, and administrative responsibilities.
- (1) A non-tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years may have his or her prior service counted toward eligibility for the award of tenure. Eligibility for the award of tenure must be clarified in writing before reappointment. A tenured faculty member who has left the institution and is subsequently reappointed after a lapse of not more than three (3) years must have tenure status clarified in writing by the president or his designee before appointment. The faculty member may be reappointed with tenure, or may be required to serve additional years before being reviewed for tenure status.

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- (2) Before a non-tenured faculty member holding academic rank is moved from one position in the institution to another, the member must be informed in writing by the academic vice president, after consultation with the receiving department, as to the extent to which prior service may count toward eligibility for tenure status.
- (3) No faculty member's tenure in a discipline may be adversely affected by the reorganization of the administrative structure. A faculty member's tenure is not affected by reassignment of administrative responsibilities.
- (4) When a tenured faculty member is serving as department chairman, college dean, or in some other administrative or service capacity, retention of membership, academic rank, and tenure in the subject-matter department or similar unit is maintained. Should the administrative or service responsibilities terminate, the member takes up regular duties in the discipline within which membership, academic rank, and tenure was retained.