



A G E N D A

PRESIDENTS MEETING TUESDAY, FEBRUARY 13, 2007 – 8:30 A.M. (CT) TBR Board Room

1. Legislative Update (Vice Chancellor Gregory)
 - a. Lottery Changes Suggested by Financial Aid Officers
 - b. Update on Legislative Day on the Hill
2. Update on Green Fee (Jerry Preston)
3. Inclement Weather (Chancellor Manning)
4. Internet2 Sponsored Education Group Participants (Tom Danford)
5. Deletion of TBR Guideline A-032 – Subject: Articulation Models: Technical Certificate of Credit Articulation with AAS Degree Programs (Vice Chancellor Short) – See Attachment under Academic Affairs
6. Revision of TBR Guideline A-031 – Subject: Required Components of Articulation Agreements (Vice Chancellor Short) - See Attachment under Academic Affairs
7. Ross Nursing Program (Chancellor Manning)
8. Risk Assessment Comments from Audit Committee (Tammy Gourley) – See Attachment

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9. Proposed Revisions to the following TBR Policies and Guidelines under Business Affairs (Vice Chancellor Adams) - See Attachments under Business and Finance

Policy 1:08:00:00 – Information Technology Resources

Policy 4:01:04:00 – Solicitation and Acceptance of Gifts

Policy 4:01:07:02 – Foundations

Policy 4:02:05:01 – Naming Buildings and Facilities and Building Plaques

Policy 4:02:09:00 – Property Acquisition

Policy 4:02:10:00 – Purchasing Policies and Procedures

Policy 4:03:03:00 – General Travel

Policy 4:03:03:50 – Athletic and Other Group Travel

Guideline B-025 – Acquisition and Disposal of Real Property

Guideline B-026 – Lease Procedures and Guidelines

Guideline B-030 – Procedures for Acquiring Data Processing
Equipment/Software/Services

Guideline B-035 – Procedures for Multi-Step Sealed Bidding

10. Proposed Human Resources Policy for Business Continuity (Emergency Preparedness) – Pandemic Plan (Vice Chancellor Adams) – See Attachment under Human Resources

11. Proposed Revisions to TBR Policy 5:01:00:00 – General Personnel Policy (Vice Chancellor Adams) – See Attachment under Human Resources

12. Proposed Revision to TBR Guideline - 043 - Compensation (Vice Chancellor Adams) – See Attachment under Human Resources

13. Revision to TBR Guideline P-010 – Personnel Transaction and Forms (Vice Chancellor Adams) – See Attachment under Human Resources

PRESIDENTS/DIRECTORS QUARTERLY

DATE: February 6, 2007

AGENDA ITEM: Deletion of TBR Guideline A-032 Subject: Articulation Models:
Technical Certificate of Credit Articulation with A.A.S. Degree
Programs

ACTION: Requires Vote

PRESENTER: Vice Chancellor Paula Myrick Short

BACKGROUND INFORMATION: It is recommended that Guideline A-032 be deleted as the information is covered and superseded by new TBR Policy 2:01:00:03 on vocational-technical articulation.

RECOMMEND THAT THIS GUIDELINE BE DELETED AS THE INFORMATION IS COVERED IN AND SUPERSEDED BY THE NEW PROPOSED POLICY 2:01:00:03 ON VOCATIONAL -TECHNICAL ARTICULATION

GUIDELINE A-032

Subject: Articulation Models: Technical Certificate of Credit Articulation with A.A.S. Degree Programs

The following guidelines are intended to facilitate the implementation of TBR Policy No. 2:01:00:03 (Principles for Articulation in Vocational/Technical Education). They identify mobility tracks for articulation of credit *earned in Technical Certificates of Credit to A.A.S. degree programs, and they specify limitations regarding application of credit.

I. Limitations Regarding Application of Credit

The articulation will represent the application of credit earned in a course of study constituting a Technical Certificate of Credit to the requirements of the A.A.S. degree. The institution granting the A.A.S. degree will determine the extent to which Technical Certificate credit may be honored. The following limitation regarding application of credit, however, will apply:

The student wishing to apply credit earned in a Technical Certificate must complete the final twenty-four (24) semester credit hours required for the A.A.S. (exclusive of R/D requirements) after declaring degree admission. Thus, the student may not apply hours earned in non-degree status to the final twenty-four (24) semester hours required in the A.A.S. program.

ii. A.A.S. Programs to Which Technical Certificates of Credit May Articulate

The articulation of Technical Certificates to A.A.S. programs may occur as follows:

A. Technical Certificate articulation to an A.A.S. program in the same or in a closely related specialty area.

B. Technical Certificate articulation to the A.A.S. in General Technology when the specialty area of the Technical Certificate is consistent with the content emphasis of the "common core" or "major field core" of the General Technology A.A.S. program.

(1) The nature and content of a "common core" or "major field core" of courses *will define the General Technology degree within the context of the institutional mission.

(2) The "common core" should consist, at a minimum, of nine (9) semester hours of credit.

Source: TBR Presidents' Meeting, November 13, 1990

PRESIDENTS/DIRECTORS QUARTERLY

DATE: February 6, 2007

AGENDA ITEM: Revision of TBR Guideline A-031 Subject: Required Components of Articulation Agreements

ACTION: Requires Vote

PRESENTER: Vice Chancellor Paula Myrick Short

BACKGROUND INFORMATION: The original Guideline mixed information related to articulation and to extra-institutional learning transfer credit. All reference to extra-institutional learning has been deleted from the Guideline and relevant passages moved to the new TBR Policy 2:01:00:03 on vocational-technical articulation. The revised Guideline has been reformatted in four distinct sections for clarity.

REVISION DRAFT

GUIDELINE A-031

SUBJECT: Required Components of Articulation Agreements

A. Compliance with Accrediting Agencies

All specific articulation agreements with community colleges should be in compliance with the Commission on Colleges of the Southern Association of Colleges and Schools' *Principles of Accreditation* on Programs (reference 3.4), the Commission's Position Statement on the "Transfer of Academic Credit," and its policy on "The Transfer or Transcribing of Academic Credit."

Specific articulation agreements between secondary education and the Tennessee Technology Centers must comply with the Council on Occupational Education's Handbook of Accreditation and its Policies and Rules.

Specific articulation agreements between the Tennessee Technology Centers and the community colleges will comply with those policies and guidelines set forth by the Commission on Colleges of the Southern Association of Colleges and Schools' *Principles of Accreditation* and other relevant documents.

Articulation agreements must be in compliance with all applicable program accrediting agencies.

B. Articulation Agreements

Articulation agreements must demonstrate compliance with the TBR Policy 2:01:00:03. Articulation agreements should ensure that students are not forced by college/TTC procedure or regulation to pursue educational/training experiences that duplicate competencies skills the individual already possesses for the individual to acquire a credential

Each specific articulation agreement should include:

1. Competencies that indicate that the learning outcomes specified in courses offered by the lower-level institution satisfy learning outcomes in similar courses offered by the upper-level institution. Syllabi and competency lists of the courses from the institutions involved must be maintained in the appropriate offices of both institutions.
2. Details of the working articulation procedure;
3. Descriptions of required proficiency levels and criteria for measurement;
4. The evaluation plan and process; and
5. A renewal date for the agreement (Note: Because technology changes so rapidly it is suggested that the period of review be no more than every three years).

C. Articulation and challenge assessments

If the upper-level institution develops an option which permits the awarding of credit by examination the following requirements should be met:

1. Award by assessment may be for up to one-half of the semester credit hours required for the associate degree.
2. Credit awarded must be for specific courses.
3. The credit must be awarded only on the basis of successfully passing a challenge examination or competency-based assessment procedure for which the standards for proficiency are approved and accepted by the department and institution.
4. If the upper-level institution's faculty develops the challenge examination or competency-based assessment, and the content is equivalent to the regular on-site course's competency-based assessment the institution has the option of awarding a letter grade, rather than a non-quality grade of "pass/fail," and therefore count toward calculation of the grade point average. The award of a letter grade must be in accordance with the policies, regulations and guidelines of the institution's accrediting agency.

D. General requirements for students

Students are required to conform to all institutional requirements for admission, testing and placement.

It is at the option of the awarding institution whether articulated credit will be held in escrow until such deficiencies are erased or to grant direct transcription of the credit.

PRESIDENTS/DIRECTORS QUARTERLY MEETING

DATE: February 13/14, 2007

AGENDA ITEM: Risk Assessment Comments from Audit Committee

ACTION: Information Item

PRESENTER: Tammy Gourley

BACKGROUND INFORMATION:

The Audit Committee approved the May 2006 Enterprise-wide Risk Assessments submitted by the universities and community colleges at their November 14, 2006 meeting. However, they had some comments regarding the process as noted in the minutes to the meeting (please note the committee's 5th agenda item).

REPORT OF THE COMMITTEE ON AUDIT

December 8, 2006

The Committee on Audit met in regular session on November 14, 2006 at the Tennessee Board of Regents.

The first item of business was the review of audit reports issued by the Comptroller's Office for Tennessee State University, Tennessee State University Foundation – Endowment for Educational Excellence, Nashville State Technical Community College, Northeast State Technical Community College, and Southwest Tennessee Community College. The report was accepted as presented.

The next item on the agenda was a review of audits issued by institutional internal auditors. A list of these audits can be found as an attachment to the official copy of this Report. The audit reports were accepted as presented. The committee requested follow-up information, when available, on two audits discussed: Austin Peay State University, Study Abroad (Mexico) Program; and University of Memphis, Athletic Ticket Office.

The third agenda item was a review of quarterly reports of expenses of presidents and the Chancellor. The reports were accepted as presented.

The next agenda item was a follow-up discussion of the presidents' comments on annual expense audits for the universities and community colleges. The committee voted to approve changes to the audit process as follows: allowing sampling and the establishment of a materiality threshold for entertainment and other expenses, as determined by the auditors; scheduling university and community college auditors to perform expense audits at like institutions; payment of auditors' travel expenses by the institution receiving the audit services; and moving the Audit Committee's review of the

annual expense audits to coincide with the time of other September committee meetings to allow additional time for completion of the audits. The committee voted to approve continuing other procedures in the audit process as follows: testing 100% of presidents' travel expenses and presenting the annual expense schedules in the audit reports.

The fifth agenda item was a review of the Enterprise-wide Risk Assessments for the universities, community colleges and central office. The Committee approved the Enterprise-wide Risk Assessments as presented in the report. The committee requested more consideration of external and global influences in future assessments.

The sixth agenda item was consideration of the evaluation process of the Director of System-wide Internal Audit. The Committee voted for the Audit Committee and the Vice Chancellor of Business and Finance to complete the Director's evaluation.

The last agenda item was a non-public executive session to discuss ongoing investigations.

There being no further business to come before the Committee, the meeting adjourned.

Respectfully submitted,

Committee on Audit

William H. Watkins, Jr.
Chair

PRESIDENTS/DIRECTORS QUARTERLY MEETING

DATE: February 6, 2007

AGENDA ITEM: Proposed Revisions to Policies and Guidelines under Business Affairs

ACTION: Approval

PRESENTER: Bob Adams

BACKGROUND INFORMATION:

Proposed revisions to the following guidelines and policies are being presented for approval:

Policy 1:08:00:00 – Information Technology Resources

Policy 4:01:04:00 – Solicitation and Acceptance of Gifts

Policy 4:01:07:02 – Foundations

Policy 4:02:05:01 – Naming Buildings and Facilities and Building Plaques

Policy 4:02:09:00 – Property Acquisition

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Guideline B-035 – Procedures for Multi-Step Sealed Bidding

POLICY 1:08:00:00

Subject: Information Technology Resources

Section 1 Objectives of this Policy

The objectives of this policy include: 1) to articulate the rights and responsibilities of persons using information technology resources owned, leased, or administered by the Tennessee Board of Regents (TBR); 2) to protect the interests of users and the TBR; and 3) to facilitate the efficient operation of TBR information technology systems.

Section 2 Definitions

“Information technology resources” or **“IT resources”** include computers and computer time, data processing or storage functions, computer systems and services, servers, networks, printers and other input/output and connecting devices, and related computer records, programs, software, and documentation.

“Institutions” shall mean the TBR Universities, Community Colleges, and Technology Centers.

“Personal or private for-profit use” shall mean a use of TBR information technology resources which has as a primary objective financial gain of the user. Activities by a student which are typical of the student job search process (e.g. use of campus e-mail to contact potential employers or posting of one’s resume on the Institution’s website, if allowed under Institutional policies and procedures) are not to be considered personal or private for-profit uses.

"Public record" means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. TCA § 10-7-301(6)

Section 3 Supplementary Institutional Policies and Regulations

As each Institution may deem necessary and appropriate, TBR Institutions are authorized and encouraged to develop additional Institution-specific policies and regulations relating to the use of information technology resources, provided such policies and regulations are consistent with Federal and State law and with this and other policies of the Tennessee Board of Regents. In particular, Institutions and the TBR Central Office may develop policies and regulations regarding installation of non-standard software (including shareware, freeware, or software developed or purchased by the user) onto TBR IT resources.

Section 4 Conformance with State policies

This policy is intended to be fully consistent with the State of Tennessee Internet Acceptable Use Policy and the State of Tennessee Electronic Mail Acceptable Use Policy, as they currently exist or as they may be amended in the future, as well as with any other applicable policies regarding information technology systems which may be promulgated in the future by the State of Tennessee Department of Finance Office of Information Resources (OIR). To the extent that a discrepancy exists between this policy and State policy, State policy shall take precedence.

Section 5 Applicability

This policy shall apply to all persons and organizations using the information technology facilities and resources owned, leased or administered by the TBR, including all persons employed (either as full-time, part-time or temporary employees or as independent contractors) by the Tennessee Board of Regents and its constituent Institutions, and to all students enrolled at TBR Institutions. Those provisions contained herein which apply solely to employees and independent contractors are so identified individually. Unless so identified, provisions contained herein apply equally to all persons and organizations covered by this policy.

Section 6 User responsibilities

The following lists of user responsibilities are intended to be illustrative, and not exhaustive. Subject to conformance with Federal and State of Tennessee law and with State of Tennessee and Tennessee Board of Regents policies, individual TBR Institutions are authorized to supplement the user responsibilities contained herein.

Section 6.1 Access

- 1) Users shall obtain proper authorization before using TBR information technology resources.
- 2) Users shall not use TBR information technology resources for purposes beyond those for which they are authorized.
- 3) Users shall not share access privileges (account numbers and passwords) with persons who are not authorized to use them.
- 4) Users shall not use TBR information technology resources in an attempt to access or to actually access computers external to the TBR system when that access is not authorized by the computer's owner (no "hacking" allowed).

Section 6.2 Respect for others

- 1) A user shall not attempt to obstruct usage or deny access to other users.
- 2) Users shall not transmit or distribute material that would be in violation of existing TBR policies or guidelines using TBR information technology resources.
- 3) Users shall respect the privacy of other users, and specifically shall not read, delete, copy, or modify another user's data, information, files, e-mail or programs (collectively,

“electronic files”) without the other user’s permission. Users should note that there should be no expectation of privacy in electronic files stored on the resident memory of a computer available for general public access, and such files are subject to unannounced deletion.

- 4) Users shall not intentionally introduce any program or data intended to disrupt normal operations (e.g. a computer “virus” or “worm”) into TBR information technology resources.
- 5) Forgery or attempted forgery of e-mail messages is prohibited.
- 6) Sending or attempts to send unsolicited junk mail or chain letters is prohibited.
- 7) Flooding or attempts to flood a user’s mailbox is prohibited.

Section 6.3 Respect for State-owned property

- 1) A user shall not intentionally, recklessly, or negligently misuse, damage or vandalize TBR information technology resources.
- 2) A user shall not attempt to modify TBR information technology resources without authorization.
- 3) A user shall not circumvent or attempt to circumvent normal resource limits, logon procedures, or security regulations.
- 4) A user shall not use TBR information technology resources for purposes other than those for which they were intended or authorized.
- 5) A user shall not use TBR information technology resources for any private or personal for-profit activity.
- 6) Except for those not-for-profit business activities which are directly related to an employee’s job responsibilities or which are directly related to an organization which is affiliated with the Institution, a user shall not use TBR information technology resources for any not-for-profit business activities, unless authorized by the President or Director (or his/her designee).
- 7) Users shall at all times endeavor to use TBR information technology resources in an efficient and productive manner, and shall specifically avoid excessive game playing, printing excessive copies of documents, files, data, or programs; or attempting to crash or tie-up computer resources.

Section 6.4 Additional Responsibilities of Employees and Independent Contractors

- 1) Users who are Employees and Independent Contractors shall not make use of TBR information technology resources for purposes which do not conform to the purpose, goals, and mission of the TBR and to the users job duties and responsibilities.
- 2) Users shall not use TBR information technology resources for solicitation for religious or political causes.

Section 7 Digital/Electronic Signatures and Transactions

The Tennessee Board of Regents and its institutions must comply with the Tennessee Uniform Electronic Transactions Act (T.C.A. §47-10-101 et seq.) This

Act permits the use of electronic signatures and electronic transactions under certain circumstances.

1) In order to be legally enforceable, an electronic signature must meet the following two criteria.

A. An electronic signature must be attributable (or traceable) to a person who has the intent to sign the record or contract with the use of adequate security and authentication measures that are contained in the method of capturing the electronic transaction (e.g., use of personal identification number or personal log-in identification username and password) (T.C.A. §47-10-109) (If Public Key Infrastructure technology (“PKI”) is to be used in the creation of the digital signature, contact TBR Chief Information Officer prior to implementation.)

B. The recipient of the transaction must be able to print or store the electronic record of the transaction at the time of receipt. (T.C.A. §47-10-109)

2) The use of electronic/digital signatures in compliance with state and federal laws is permitted.

Section 7 8 No unlawful uses permitted

Users shall not engage in unlawful uses of the information technology system resources of the TBR. Unlawful activities are violative of this policy and may also subject persons engaging in these activities to civil and / or criminal penalties. This list of unlawful activities is illustrative and not intended to be exhaustive.

Section ~~7.1~~ 8.1 Obscene materials

The distribution and display of obscene materials is prohibited by the laws of Tennessee (see Tenn. Code Ann. § 39-17-902). Obscene materials are defined under Tennessee law (see T.C.A. § 39-17-901(10)) as those materials which:

- a) The average person applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest;
- b) The average person applying contemporary community standards would find that the work depicts or describes, in a patently offensive way, sexual conduct; and
- c) The work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

Federal law (18 U.S.C. 2252) prohibits the distribution across state lines of child pornography.

Section ~~7.2~~ 8.2 Defamation

Defamation is a civil tort which occurs when one, without privilege, publishes a false and defamatory statement which damages the reputation of another.

Section 7.3 8.3 Violation of Copyright

Federal law gives the holder of copyright five exclusive rights, including the right to exclude others from reproducing the copyrighted work. Sanctions for violation of copyright can be very substantial. Beyond the threat of legally imposed sanctions, violation of copyright is an unethical appropriation of the fruits of another's labor.

Pursuant to the Digital Millennium Copyright Act of 1998, the TBR designated agent for receipt of complaints of copyright infringement occurring with the use of TBR information technology resources is the TBR Assistant Vice Chancellor for Information Technology. The TBR agent shall develop and maintain a policy regarding receipt and disposition of complaints of copyright infringement. The Institutions are authorized to designate agents to serve their specific campus, however the Assistant Vice Chancellor for Information Technology shall be promptly informed of all complaints received by such Institutional agents.

Section 7.4 8.4 Gambling

Gambling, including that performed with the aid of the Internet, is prohibited under Tennessee state law (see Tenn. Code Ann. § 39-17-502).

Section 8 9 World Wide Web Home pages

The principles of use articulated above in Sections 6 and 7 are generally applicable to World Wide Web home pages. For example, use of TBR information technology resources to post a web page for personal or private for-profit use is prohibited under Section 6.3.5. Illegal content in web pages stored on TBR IT resources is prohibited under Section 6.2.2. Obscene content is prohibited under Section 7.1. Incorporation of copyrighted material, without either permission of the copyright holder or under a lawful exemption, is prohibited under Section 7.3.

In addition to the principles of use outlined in Sections 6 and 7, users may not incorporate into web pages or other electronic documents the trademarks or logos of others without express, written permission. Persons who are not employees of an Institution may not make use of Institutional trademarks or logos without express, written permission. Institutions are authorized to develop policies and regulations regarding use of Institutional trademarks on the Institution's website by employees. The Institution Presidents and Directors are authorized to designate persons (e.g. campus webmaster) who may approve a proposed use of the Institution's trademarks and logos by employees on Institutional web pages.

Section 9 10 Advertising

Use of TBR information technology resources to promote or advertise activities or entities which are not related to the Institution is prohibited, unless such use is consistent with the mission of the Institution and results in substantial benefit to the Institution. The President or

Director of each TBR Institution is authorized to determine whether a given use is consistent with the mission of the Institution and results in substantial benefit to the Institution, consistent with other TBR Policies (in particular, TBR Policy 3:02:02:00). Sale of advertising in web-based versions of Institution-affiliated student publications is specifically permitted.

Section 10 11 TBR monitoring and inspection of electronic records

Electronic records sent, received, or stored on computers owned, leased, or administered by the TBR is the property of the Tennessee Board of Regents. As the property of the TBR, the content of such records, including electronic mail, is subject to inspection by TBR personnel. While the TBR does not routinely do so, the TBR is able and reserves the right to monitor and / or log all network activity of users without notice, including all e-mail and Internet communications. Users should have no reasonable expectation of privacy in the use of these resources.

Section 11 12 Disclosure of electronic records

Pursuant to the Tennessee Code Annotated, Title 10, Chapter 7, and subject to exemptions contained therein, electronic files (including e-mail correspondence) which are 1) generated or received by TBR employees and 2) either owned or controlled by the State or 3) maintained using TBR IT resources may be subject to public inspection upon request by a citizen of the State of Tennessee. TBR personnel receiving such a request for public inspection should refer the request to the President or Director of their Institution (or to the President's or Director's designee). Institutions may charge reasonable fees for making copies of such records, pursuant to T.C.A. § 10-7-506.

While disclosure under T.C.A. Title 10, Chapter 7 applies to employees, disclosure of the electronic records of all users which are maintained using TBR IT resources may be made pursuant to a valid subpoena or court order, when otherwise required by federal, state or local law, or when authorized by the President or Director of the Institution.

Section 12 13 Retention of electronic records

Electronic records needed to support Institutional functions must be retained, managed, and made accessible in record-keeping or filing systems in accordance with established records disposition authorizations approved by the Public Records Commission and in accordance with TBR Guideline G-070, "Disposal of Records". Each employee of the TBR, with the assistance of his or her supervisor as needed, is responsible for ascertaining the disposition requirements for those electronic records in his or her custody. The system administrator is not responsible for meeting the record retention requirements established under T.C.A. Title 10, Chapter 7, and the TBR, as owner of electronic records stored on TBR computers, reserves the right to periodically purge electronic records, including e-mail messages. Users who are either required to retain an electronic record, or who otherwise wish to maintain an electronic record should either:

1. Print and store a paper copy of the record in the relevant subject matter file; or

2. Electronically store the record on a storage medium or in an electronic storage location not subject to unannounced deletion.

Section ~~13~~ 14 Violation of this policy

Section ~~13.1~~ 14.1 Reporting allegations of violations

Persons who have reason to suspect a violation of this policy, or who have direct knowledge of behavior in violation of this policy should report that allegation of violation to the Institution President or Director or his/her designee.

Section ~~13.2~~ 14.2 Disciplinary procedures

Allegations of violation of this policy shall be referred by the designee of the President (typically, the Computer Center Director) or of the Director to the appropriate person(s) for disciplinary action. If a student, the policy violation will be referred to the judicial officer of the institution under TBR Policy 3:02:00:01. If an employee, the policy violation will be referred to the immediate supervisor. If there is a policy violation, which the designee believes rises to the level of a serious violation of this or any other TBR policy; the designee is authorized to temporarily revoke access privileges. In those cases, the revocation of access must be reviewed by the appropriate disciplinary authority for review and final determination of access privileges. In such cases the authorization of the designee carries with it the authorization to make subjective judgments, such as whether material or statements violate TBR Policy.

Section ~~13.3~~ 14.3 Sanctions

Persons violating this policy are subject to revocation or suspension of access privileges to TBR IT resources. Additionally other penalties, as outlined in TBR Policy 3:02:00:01, may be imposed upon student users. Sanctions for violation of this policy by employees may extend to termination of employment. Violations of law may be referred for criminal or civil action.

Section ~~13.4~~ 14.4 Appeals

Sanctions imposed upon students at a TBR University or Community College and imposed at the discretion of the Computer Center Director (or other designee of the President) may be appealed to the Chief Student Affairs Officer. Other sanctions may be appealed under established Institution procedure.

Source: TBR Board Meeting June 28, 2002

POLICY 4:01:04:00

Subject: Solicitation and Acceptance of Gifts

The purpose of this policy is to establish responsibilities and procedures regarding the solicitation and acceptance of gifts to the institutions ~~and area vocational-technical schools~~ governed by the ~~State~~ **Tennessee** Board of Regents. As cited in Board Policy (No. 1:02:02:00, Duties Of the Board), T.C.A. § 49-8-203 provides:

Board shall have the power to receive donations of money, securities, and property from any source on behalf of the institutions..., which gifts shall be used in accordance with the conditions set by the donor.

The Board considers the solicitation and acceptance of gifts to be appropriate administrative responsibilities of institutional presidents and ~~school~~ **technology center** directors, and therefore delegates to the presidents and directors the authority to solicit and accept gifts in accordance with the provisions of this policy.

General Statement

The Board recognizes the vital importance of gifts to institutional ~~and school~~ development. Gifts of real and personal property from individuals and organizations often benefit institutions ~~and schools~~ by making possible the accomplishment of objectives for which support from other sources is limited or unavailable. Gifts also often represent a means by which the donor may contribute to an aspect of postsecondary education that is of particular interest to the donor.

The Board authorizes and encourages the institutions ~~and schools~~ to solicit and accept gifts for purposes that are consistent with their missions. All activities related to the solicitation and acceptance of gifts shall be implemented in a manner which serves the mutual interests of the donors and institutions ~~and schools~~. To this end, each institution ~~and school~~ shall develop policies and procedures which incorporate the following provisions.

Solicitation of Gifts

1. The president/director shall designate the campus official(s) authorized to approve and conduct activities for the purpose of soliciting gifts to the institution/~~school~~.
2. Criteria and procedures for soliciting gifts shall be established which clearly define appropriate activities and the campus approval process.
3. Solicitation of gifts which may require a commitment of institutional/~~school~~ resources must be approved by the president/director.

Acceptance of Gifts

1. The president/director is authorized to accept gifts on behalf of the institution/~~school~~, subject to the following conditions:

a. Only the Board may accept a gift if board acceptance is a condition set by the donor;

b. Only the Chancellor and Board may accept gifts of real property or any permanent interest in real property, and title must be conveyed to the Board on behalf of the institution/~~school~~; in the name of the ~~Board of Regents of the State University and Community College System of Tennessee~~ **Tennessee Board of Regents** for the use and benefit of the institution/~~school~~.

c. Any acquisition of real property by gift or devise which obligates the institution/~~school~~, Tennessee Board of Regents or State of Tennessee to expend state of Tennessee funds for capital improvements or continuing operating expenditures shall be approved by the State Building Commission in accordance with TCA 4-15-102(d)(2) prior to acceptance by the Chancellor and Board. Any such Deed transferring title to the **Tennessee** Board of Regents shall not be recorded until the State Building Commission has approved the acceptance of the gift property.

d. Gifts with conditions that ultimately will require consideration by the Board or Chancellor must be approved by the Chancellor prior to acceptance (e.g., gifts to support the initiation of a new academic program or capital improvement project); and

e. Gifts of property subject to an indebtedness must be approved by the Chancellor prior to acceptance.

2. The president/director may recommend approval by the Chancellor or Board prior to acceptance of any gift.

3. The president/director may delegate to a campus official or officials his/her authority to accept gifts on behalf of the institution/~~school~~; however, institutional/~~school~~ policies must identify the specific types of gifts that may be accepted by the designated official(s). The acceptance of all gifts is subject to confirmation by the president/director.

4. Corporate stock given to an institution/~~school~~ may be sold by the institution/~~school~~ through or in consultation with a registered security broker within 60 days of receipt of the stock certificate, and the sale may be executed by the president/director or a designated representative.

5. Appropriate procedures must be established for acknowledging acceptance of gifts and for ensuring compliance with conditions set by the donors **and in compliance with IRS regulations.**

Records and Reporting

1. Adequate records of all gifts shall be maintained by the institution/~~school~~ in accordance with accepted accounting procedures to allow a proper audit trail.

2. A summary of all gifts to the institution/~~school~~ during a fiscal year shall be included in the institution's/~~school's~~ annual report to the Board, as required by Board Policy (No. 1:02:10:00, Annual Reports).

Foundations

For purposes of distinguishing institutional gifts and related procedures from those of foundations established pursuant to Board Policy (No. 4:01:07:02, Foundations):

1. The institution may not accept gifts specifically intended for the foundation, and only gifts specifically intended for a foundation may be accepted by a foundation.
2. In general, institutional resources may not be used to meet conditions of gifts to a foundation; however, exceptions may be approved by the president or the Chancellor in accordance with the provisions of this policy on acceptance of gifts.
3. The institution must maintain records of gifts to the institution separate from those of gifts to the foundation.
4. The institution shall report gifts to foundations in the summary of gifts during a fiscal year to be included in its annual report, as provided in this policy in 2. under Records and Reporting.

~~The institutional/school policies and procedures required by this policy shall be submitted for the review and approval of the Chancellor.~~

Source: TBR Meeting, September 30, 1983; September 21, 1990; TBR Meeting, March 15, 1991; TBR Meeting March 20, 1992

POLICY 4:01:07:02

SUBJECT: Foundations

The following policy shall apply to all institutions ~~and area vocational-technical schools~~ governed by the Tennessee Board of Regents.

1. General Statement

This policy is adopted pursuant to T.C.A. §§ 49-7-107 and 49-11-402(a)(4) which authorizes and empowers the Tennessee Board of Regents to take steps necessary for the establishment of foundations for the institutions governed by the Board. The Board recognizes the value of such foundations to the overall development programs of the institutions. Foundations provide a direct means for individuals to participate in the generation and management of contributions for the benefit of institutions and units of institutions.

2. Definition of Foundation

For purposes of this policy, a foundation is defined as a not-for-profit organization which exists solely to support and advance the objectives of an institution. A foundation also shall be operated as a tax-exempt corporation chartered within the State of Tennessee.

3. Foundation/Institution Relationship

A foundation is not an operational function of an institution; it is a separate legal entity. The foundation/institution relationship is derived from a shared interest in the institution's development. Institutional participation in and support of foundation operations are, therefore, appropriate and desirable. It is recognized that to be effective in achieving its purpose, a foundation's identity must be maintained separate from the institution. The accountability of a foundation and the institution as it relates to the foundation, however, are concerns common to the foundation, the institution, and the Board.

4. Purpose of the Policy

The purpose of this policy is to promote and strengthen the operations of foundations which have been and may be established for the benefit of TBR institutions. The following provisions set forth a framework which, from the Board's perspective, enables and enhances a sound and mutually supportive foundation/institution relationship.

5. Provisions

1. To document the foundation's and institution's understanding of their relationship, each institution shall formulate a written agreement with its foundation(s) which describes their respective responsibilities and the services the institution provides the foundation.

2. The governance structure of a foundation should be determined by the ~~organization~~ **foundation**. To ensure an appropriate level of institutional participation in foundation governance, it is recommended that the institution president and/or the president's designee(s) hold membership on the foundation's executive body.

3. The foundation's executive body shall adopt an annual budget. The institution will develop and present a recommended budget to the foundation to ensure that institutional objectives are reflected in the allocation of foundation funds.

4. The foundation should develop policies and procedures concerning its operations. At a minimum, the policies should address solicitation, acceptance, and management/investment of contributions to the foundation. The policies must incorporate sound business principles and safeguard compliance with donor intent and conditions. It is recognized that investments by the foundation are governed by TCA 35-10-101 et seq.

The policy regarding solicitation and acceptance of contributions shall provide that prior to acceptance of any gift to the foundation which requires institutional support, i.e., staff, financial assistance, storage, etc., approval must be obtained from the president of the institution, and if applicable, by the Chancellor, in accordance with Board policy.

5. No institutional funds, including contributions to the institution, may be transferred directly or indirectly to the foundation. Endowment funds, however, may be transferred from the institution to the foundation with the written approval of the donor. It is understood that instances may occur where a donor inadvertently directs a contribution to the institution which is intended for the foundation. Procedures shall be established to clarify donor intent.

6. Foundations must respect Board and institutional responsibilities for personnel administration, and a process must be established whereby foundation expenditures for compensation and other forms of supplement to institutional personnel, i.e., salary, expense account, automobiles, etc., must be approved in advance by the institution president and Chancellor on an annual basis.

7. Foundation records and accounts may be maintained by the institution; however, they must be maintained ~~separate from institutional records and accounts and be shown as an agency fund of the institution~~ **as a separate chart of accounts**. Records and accounts maintained by the foundation should be available to the institution.

8. The foundation executive body should issue periodic reports on the activities of the foundation, which shall be submitted to the president of the institution. At a minimum, the reports should be issued on an annual basis. At a minimum, a comprehensive annual financial report shall be issued, prepared in accordance with generally accepted accounting principles.

9. ~~A foundation whose records and accounts are maintained as an agency fund of the institution shall be audited on the same cycle as the institutional audit performed by the Comptroller of the Treasury of the State of Tennessee and shall be reported upon as a part of the agency fund of the institution.~~ Records and accounts maintained by the foundation shall be audited annually by the Comptroller of the Treasury or with the prior approval of the Comptroller of the Treasury, an

independent public accountant. The audit contract between the independent public accountant and the foundation shall be approved in advance by the Board and the Comptroller and shall be on contract forms prescribed by the Comptroller.

10. Initial and amended foundation charters and bylaws to be filed with the Secretary of State shall be submitted by the president of the institution to the Chancellor for review.

11. The Chancellor shall have the authority to grant exceptions to this policy when deemed appropriate and necessary.

Source: TBR Meeting, August 17, 1973; TBR Meeting, September 20, 1985; September 21, 1990; June 28, 1991; December 3, 2004.

POLICY 4:02:05:01

SUBJECT: Naming Buildings and Facilities and Building Plaques

The following policy shall apply to all institutions ~~and area vocational-technical schools~~ governed by the Tennessee Board of Regents.

A. Naming Buildings and Facilities

1. General Statement

The naming of buildings, facilities, grounds, and organizational units of institutions for individuals or groups who have made significant contributions to society is an honored tradition of higher education. The prerogative and privilege of such namings on the campuses of the Tennessee Board of Regents System are vested in the Board. Authority to name identifiable sub-units or components of buildings and facilities, however, is delegated to the institution president or ~~area school~~ **technology center** director, subject to the criteria and process set forth below.

The purpose of this policy is to establish the criteria and process for such namings in the System.

This policy applies to all buildings of the institutions ~~and area vocational-technical schools~~ governed by the Board. It also applies to other facilities, grounds, and organizational units which the institution ~~or school~~ wishes to dedicate in the name of an individual or group. Buildings designated by their general purpose or function are not subject to this policy.

2. Criteria

In general, individuals and groups for whom buildings are named must have made a significant contribution to the field of education, government, science, or human betterment. To preserve the integrity of all buildings named in the System, this honor must be reserved for individuals of recognized accomplishment and character; no building may bear the name of an individual convicted of a felony. With respect to the naming of buildings on a particular campus, special consideration shall be given to:

1. The historical significance of the contribution of the individual or group to the institution ~~or area school~~;
2. The association of the individual or group with the building to be named;
3. Any financial contribution of the individual or group to the institution ~~or area school~~; and
4. State, regional, national, or international recognition of the individual's or group's contributions and achievements.

A given surname may be assigned to only one building on a specific campus.

3. Process

The institution president or ~~area school~~ **technology center** director shall charge a committee to consider and make recommendations for the naming of a building. The committee shall be comprised of student, faculty, and administrative representatives; other representatives of the campus community may serve on the committee, as deemed appropriate by the president or director.

The committee shall consider all suggested namings which satisfy the criteria cited above. Any individual or group associated with the institution or ~~area school~~ may suggest a name for consideration by the committee.

The committee shall submit a report to the president or director, which includes a recommendation for the naming, documentation of all suggestions considered, and justification of its recommendation.

For namings which require Board approval, the president or director shall submit his or her recommendation, along with the committee's report and any additional supporting information deemed appropriate, to the Board through the Chancellor.

No publicity shall be given to the recommendation for naming until it is considered by the Board. For namings not subject to Board approval, the president or director shall determine and make known the naming in the manner deemed most appropriate.

4. Dedication Ceremony and Plaque

Upon approval of the naming by the Board, an appropriate dedication ceremony may be planned and conducted by the institution or ~~area school~~.

The institution or ~~area school~~ also may erect a dedication plaque or comparable marking upon approval of the naming by the Board. The plaque may be separate from the building plaque provided by State regulations. In addition to the individual or group for whom the building is named, the dedication plaque should identify the institution president or ~~area school~~ **technology center** director, the Chancellor, and the Chairman of the Board at the time the naming was approved.

B. Building Plaques

An institution or ~~school~~ may affix a building plaque to a new or newly renovated building or facility. All building plaques must comply with Tennessee Board of Regents guidelines adopted pursuant to this policy and State Building Commission policy on building plaques. This section shall apply to any new or newly renovated building or facility.

Source: TBR Meetings, April 13, 1973; September 30, 1983; June 28, 1985; March 21, 1986; September 18, 1992

POLICY 4:02:09:00

SUBJECT: Property Acquisition

Pursuant to T.C.A. § 49-8-111 ~~and 49-8-203~~, the ~~State~~ Tennessee Board of Regents has the authority to purchase and condemn land, and to receive donations of property on behalf of institutions ~~and area vocational technical schools~~ governed by the Board, and to be vested with title to property so acquired. Any proposed acquisition of property by any manner shall be subject to the approval of the Board.

The approval of land acquisition by purchase or condemnation shall be subject to the following procedures:

1. Each institution ~~and school~~ shall submit to the Chancellor for consideration and approval, a campus master plan which indicates proposed long-range land acquisition needs with justification for such needs.

~~2. Each institution and school shall submit to the Chancellor by July 1 of each year a list of land acquisition needs, ranked on a priority basis, for the fiscal year.~~

32. Upon approval of the campus master plan and fiscal year land acquisition needs, a land acquisition request form will be submitted to the Chancellor for each proposed acquisition, which shall contain the following information:

a. The justification of the need for the property; b. A description of and the location of the property; c. The estimated amount of funds required for the acquisition, and the source of the funds; d. The estimated amount of total funds required for capital and operating improvements; e. The estimated pre-acquisition costs of the property; f. A plat of the property; and g. The name(s) of the present owner(s).

43. Upon preliminary approval of the proposed land acquisition, two appraisals of the property will be obtained, which will be submitted to the Chancellor. The institution ~~or school~~ may be required to obtain any or all of the following additional information or documents: (1) market data analysis, (2) a survey of the property, and (3) a title commitment.

54. Following submission of the foregoing and any additional information which may be necessary, the institution ~~or school~~ may be authorized to enter into negotiations with the property owner, and to obtain an option to purchase the property.

65. If an option to purchase the property is executed, it will be submitted to the Chancellor for approval, and for final approval of the proposed acquisition. If negotiations fail, the institution ~~or school~~ may request that condemnation proceedings be commenced for acquisition of the property.

76. If acquisition of the property by purchase is approved, the institution ~~or school~~ will be responsible for recording the warranty deed and forwarding the original deed and title insurance to the Chancellor for filing.

Source: SBR Meetings, September 24, 1976; September 30, 1983

Policy 4:02:10:00 Purchasing Policies and Procedures

II. PROCUREMENT OF GOODS, MATERIALS AND SUPPLIES / SERVICES

E. Monitoring and of Services. Institutions shall have a monitoring plan for **all service contracts***, **including grants and grant subcontracts**, ~~resulting from RFPs~~ to ensure the following:

- (1) that ~~goods/services~~ **deliverables** are received,
- (2) financial obligation of the institution does not exceed the ~~RFP contract~~ pricing, and
- (3) ~~contract is~~ **services are** in compliance with the terms and conditions of the ~~RFP/contract~~.

***Service contracts shall have the same meaning as provided in Section II of this policy. Procurement of goods under this policy shall not require a monitoring plan, but shall comply with TBR and institution internal controls and audit procedures.**

Policy 4:03:03:00 General Travel

V. Lodging

1. In-State Lodging - Lodging expenses incurred within the state while on authorized travel will be reimbursable to the maximum shown on the Addendum.
2. Out-of-State Lodging - Lodging expenses incurred out of the state while on authorized travel will be reimbursable to the maximum shown on the Addendum. The maximum reimbursement rates for out-of-state travel are the same as those maintained by the U. S. General Services Administration for federal employees within the continental United States (CONUS). The CONUS list, available on the General Services Administration web site, contains a standard reimbursement rate for lodging and meals and incidentals, and several pages of exceptions. Most destinations for out-of-state travel fall within the list of exceptions. En route lodging will be allowed for only one day each way on trips of long duration. En route lodging will only be allowed in cases where the approved and most direct or expeditious mode of travel will require more than ten (10) hours of continuous travel. (Refer to Section II.4. for explanation of en route lodging expenses.)
3. Additional Lodging Expenses - Sales taxes on lodging costs will be reimbursable.

Higher rates for lodging at the location of a convention or conference will be allowed, without special approval, up to the amount indicated in the convention or conference brochure. If more than one rate is indicated, the lowest rate is the amount which will be reimbursed. However, the employee should attempt to receive a government rate for the lodging. If the lowest rate indicated in the convention or conference brochure is unavailable, approval of the higher rate must be obtained from the appropriate approving authority. Additional lodging for presidents/directors will be approved on the same basis as approval is granted for other employees. Any exceptions must be approved by the Chancellor. The convention or conference brochure which indicates the lodging rates must be included with the travel claim. Otherwise, reimbursement will be limited to the applicable lodging rate as provided in these regulations.

4. Shared Lodging - ~~When employees share a hotel room, each employee should claim a proportionate share of the room cost, and include an explanation with his or her travel claim detailing dates and other employees with whom the room was shared.~~ **In the event of double occupancy for state employees on official travel, both employees should attach an explanation to his/her travel claim detailing dates and other employees with whom the room was shared. The lodging cost may be claimed by the employee who incurred the cost, or one half the double occupancy charge may be allowable for each employee.** If a room is shared with other than a state employee, actual cost subject to the maximum in the Addendum will be allowed. The receipt for the entire amount should be submitted with the expense account.

VI. Meals

1. In-State and Out-of-State Meals - Meals while on authorized travel will be reimbursed, subject to the meal allowance provided on the Addendum. The maximum per diem rates include a fixed allowance for meals and for incidental expenses (M&I). The M&I rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls home, etc.

The M&I rates for out-of-state travel are the same as those for federal employees, and are available on the General Services Administration's web site. As with lodging, there is a standard rate for the continental United States (CONUS), and a list of exceptions. Reimbursement for meals and incidentals for the day of departure shall be three-fourths of the appropriate M&I rate (either the in-state rate or CONUS rate for out-of-state travel) at the rate prescribed for the lodging location. Reimbursement for M&I for the day of return shall be three-fourths of the M&I rate applicable to the preceding calendar day. To assist in this calculation, the following table lists partial per diem rates for meals and incidentals for in-state and out-of-state travel.

Per Diem Rates – Three-fourths Calculations

\$31	\$23.25
\$38	\$28.50
\$39	\$29.25
\$44	\$33.00
\$49	\$36.75
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00

The following table may be used to determine reimbursement for a single meal, when appropriate. Reimbursement for meals will not be permitted when overnight travel is not involved.

In-State and Out-of State of Tennessee

Meals and Incidental – Allocated by Meal

Per diem	31	38	39	44	49	54	59	64
Breakfast	6	7	8	8	9	10	11	12
Lunch	6	10	8	12	13	15	16	18
Dinner	16	18	20	21	24	26	29	31
Incidentals	3	3	3	3	3	3	3	3

Revisions to the above two tables that are required solely by changes in CONUS rates will not be subject to Board approval.

2. Official Banquets - When the expenses for an official banquet of a meeting or conference is in excess of the meal allowance, the excess will be allowed provided a receipt or proper explanation of the charge is submitted.
3. Business Meals – See Policy 4:07:00:00 for criteria on reimbursing business meals.

VII. Miscellaneous Expenses

1. Personal Expenses - Expenses for entertainment (employee or others), laundry, valet service, tips and gratuities, etc., are personal expenses and will not be reimbursed in excess of the incidental portion of the M&I rate.
2. Telephone, Telegram and Fax Expenses - Charges for long distance telephone calls, telegrams, and/or fax on official business will be allowed provided a statement is furnished showing the date, the name and location called, and the purpose of the call. Charges for necessary local calls on official business will be allowed.
3. Registration Fees - Registration fees for approved conferences, conventions, seminars, meetings, etc., will be allowed including cost of official banquets and/or luncheons, if authorized in advance by the appropriate approving authority, and provided receipts are submitted with the travel claim.
4. Handling Fees - Fees for the handling of equipment or promotional materials will be allowed up to the maximum indicated (see Addendum).

VIII. Claims

The standard form for claims for travel expenses approved by the President, director or Chancellor shall be used for reimbursement of expenses. The form must show movement and detail of expenses on a daily basis, be signed in ink by the employee, and be approved by the appropriate approving

Addendum
Tennessee Board of Regents General Travel Policy

This Addendum provides the specific expenses considerations cited in the general travel policy. The reimbursement rates listed below are consistent with the current Comprehensive Travel Regulations of the State of Tennessee, which may be revised from time to time. The following shall remain in effect from and after December 2, 2005, until revised by the Chancellor.

General Reimbursement Rates

Standard mileage rate	Rate approved by the Dept. of Finance and Administration (see http://www.state.tn.us/finance/acct/policy8.pdf)
Maximum parking fees without receipt	\$ 8.00 per day
Fees for handling of equipment or promotional materials	\$ 20.00 per hotel

Out-of-State Reimbursement Rates

Employees are to utilize the U.S. General Services Administration CONUS (Continental United States) rates provided by the federal government. The CONUS rates are located on the U.S. Government's web page at <http://www.gsa.gov>

Use the CONUS standard rates for all locations within the continental United States not specifically shown on the web page as a listed point.

In-State Travel Reimbursement Rates

Level I Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$99.00 + tax	\$54.00
Davidson County		

Level II Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$75.00 \$83.00 + tax	\$38.00 \$49.00
Shelby County, Davidson County , Knox County, Hamilton County, Gatlinburg, Pigeon Forge, Sullivan County, Johnson City , Williamson County. (Includes Paris Landing, Montgomery Bell, Natchez Trace, Pickwick, Fall Creek Falls, and Henry Horton State Parks) Montgomery County, Putnam County, Rutherford County, Washington County.		

Level III Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$65.00 + tax	\$31.00 \$39.00
All other counties and cities not listed above.		

Standard Out-of-Country Rates

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
Actual expense or 75% of M&I	Actual expense	Actual expense or \$64.00
(per diem amount only to be used when receipts are not available)		

Special Rates Under Exception One

This exception applies to the Tennessee Board of Regents' Chancellor and his or her immediate staff, presidents of institutions, area school directors, and System employees traveling in their company. This exception rate schedule corresponds with Exception Number Three of the Comprehensive Travel Regulations of the State of Tennessee.

Out-Of State Reimbursement Rates

Employees are to utilize the U.S. General Services Administration CONUS (Continental United States) rates provided by the federal government. The CONUS rates are located on the U.S. Government's web page at:
<http://www.gsa.gov>

Use the CONUS standard rates for all locations within the continental United States not specifically shown on the web page as a listed point.

In-State Travel Reimbursement Rate

Level I Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$104.00 + tax	\$54.00
Davidson County		

Level II Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$80.00 \$88.00 + tax	\$38.00 \$49.00
Shelby County, Davidson County , Knox County, Hamilton County, Gatlinburg, Pigeon Forge, Sullivan County, Johnson City , Williamson County. (Includes Paris Landing, Montgomery Bell, Natchez Trace, Pickwick, Fall Creek Falls, and Henry Horton State Parks) Montgomery County, Putnam County, Rutherford County, Washington County		

Level III Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$70.00 + tax	\$31.00 \$39.00

All other counties and cities not listed above.		

Special Rates Under Exception Two

This exception applies to Board Members of the Tennessee Board of Regents who are reimbursed for travel in the performance of their official duties. This exception rate schedule corresponds with Exception Number Four of the Comprehensive Travel Regulations of the State of Tennessee.

Out-of State Reimbursement Rates

Employees are to utilize the U.S. General Services Administration CONUS (Continental United States) rates provided by the federal government. The CONUS rates are located on the U.S. Government’s web page at <http://www.gsa.gov>

Use the CONUS standard rates for all locations within the Continental United States not specifically shown on the web page as a listed point.

In-State Travel Reimbursement Rates

Level I Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$119.00 + tax	\$54.00
Davidson		

Level II Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$95.00 \$103.00 + tax	\$38.00 \$49.00
Shelby County, Davidson County , Knox County, Hamilton County, Gatlinburg, Pigeon Forge, Sullivan County, Johnson City , Williamson County. (Includes Paris Landing, Montgomery Bell, Natchez Trace, Pickwick, Fall Creek Falls, and Henry Horton State Parks) Montgomery County, Putnam County, Rutherford County, Washington County		

Level III Counties and Cities

<u>Day of Departure And Return</u>	<u>Maximum Lodging</u>	<u>Maximum Meals and Incidentals</u>
75% of M&I	\$85.00 \$90.00 plus tax	\$31.00 \$39.00
All other counties and cities not listed above.		

POLICY 4:03:03:50

SUBJECT: Athletic and Other Group Travel

This policy is established by the Tennessee Board of Regents in recognition of the unique characteristics associated with travel by athletic personnel and teams and other groups at the institutions governed by the Board. The purpose of the policy is to address practical considerations for travel related specifically to the performance of intercollegiate athletic recruiting, athletic team travel, and other group travel. The policy shall apply only to these functions; travel for other purposes by athletic personnel and other groups shall be subject to Tennessee Board of Regents General Travel Policies and Procedures (No. 4:03:03:00) and institutional policies and guidelines. All travel will be reimbursed subject to TBR Policy No. 4:03:03:00 unless a specific exception is provided below. In addition, each institution shall comply with all pertinent regulations of the National Collegiate Athletic Association or the National Junior College Athletic Association and the athletic conference of which the institution is a member.

Each institution shall develop and enforce guidelines for athletic and other group travel consistent with the provisions of this policy. Institutional guidelines should include working procedures and be presented in such detail as to ensure thorough understanding of the provisions by all affected personnel.

I. Athletic Recruiting

A. Travel Advances

Travel advances should be made consistent with the Tennessee Board of Regents General Travel Policies and Procedures. In addition, temporary or permanent travel advances may be made to staff members engaged in recruiting when such advances are approved by the president or designee.

B. Reimbursement Rates - Courtesy Vehicle

If a staff member has a "courtesy vehicle" on account of his or her association with the institution, the maximum rate allowed will be the rate allowed under the Tennessee Board of Regents General Travel Policies and Procedures, less seven cents per mile.

C. Approval for Travel

The following are subject to prior approval by the president or designee:

1. Blanket travel authorization for scouting or recruiting; and
2. The travel of visitors and guests at institutional expense for any occasion related to recruiting.

D. Guest Meals

The actual cost of guest meals may be claimed when incurred by a staff member for recruiting purposes. Such claims must be submitted in appropriate detail. Receipts are required.

E. Student Recruits

1. Staff members are responsible for compliance with pertinent NCAA, NJCAA, and conference rules regarding student recruits.
2. Lodging in campus facilities should be arranged if space is available. If campus space is not available, arrangements may be made for lodging in local motels/hotels, and, with the approval of the athletic director or designee may be charged to the athletic department.
3. If available, the use of campus dining services should be arranged and costs may be charged to the athletic department. If necessary, staff members will be reimbursed at cost for off-campus meals, with reasonable and customary gratuities allowed. Receipts must accompany claims.
4. Transportation may be arranged through a local travel service and charged to the athletic department with the approval of the athletic director or designee. Automobile mileage may be reimbursed to a student recruit at the maximum rate allowed under the Board of Regents General Travel Policies and Procedures for the use of a personal vehicle.
5. Entertainment expenses may be reimbursed at cost within NCAA, NJCAA, and conference rules.

II. Travel

A. Institution officials and guests of the institution that accompany the team or student groups on trips must be approved in advance by the president or designee.

B. In all cases, team and group transportation will be arranged through established institutional procedures, and travel itineraries are to be arranged in advance. **If costs exceed the approved travel rates in Policy 4:03:03:00, D**documentation must be maintained in the athletic or other appropriate departments or offices indicating that various cost alternatives have been explored before making all arrangements and reservations. However, if such arrangements are made by the institution's purchasing office, that office should maintain the appropriate documentation.

C. A roster of all individuals on a particular trip must be included with the itinerary documentation for proper accounting and auditing purposes and filed with the travel claim.

D. A travel advance in the amount of 100% of the estimated trip expenses may be allowed. One person from the athletic department or other appropriate department or office who is familiar

with the travel regulations will be responsible for the advance and all bills connected with team or group travel.

E. Receipts are required for all team or group travel expenses consistent with TBR Policy No. 4:03:03:00.

F. Actual lodging expenses will be reimbursed. **If costs exceed the approved travel rates in Policy 4:03:03:00, documentation must be maintained in the athletic department or other appropriate department or office indicating that various cost alternatives have been explored before making all arrangements and reservations. However, if such arrangements are made by the institution's purchasing office, that office should maintain the appropriate documentation.**

G. Miscellaneous expenses, such as movies while on trips, must be supported by receipts. Telephone calls by staff members for business purposes may be claimed with documentation consistent with TBR Policy No. 4:03:03:00.

H. Individual meals associated with team or group travel will follow the Board of Regents General Travel Policies and Procedures.

I. All team or group meals and snacks will be reimbursed at actual cost. Gratuities not to exceed reasonable and customary rates are allowed. Appropriate documentation and receipts are required.

J. All travel claims and requisitions for team or group travel must be approved in writing by the appropriate approving authority.

III. Other Group Travel

Travel by student groups or other groups of participants in programs or activities of the institution may be reimbursed under the same provisions as included in Section II above. Travel by student groups or other groups of participants in programs or activities of the institution should be addressed by specific institutional guidelines which describe the approval process, discussion of possible liability issues and requirement of waivers/releases of liability by the student if appropriate. Sample waivers/releases and a discussion of liability issues have been provided by the Office of the General Counsel and should be on file in the offices of student and academic affairs.

IV. Exceptions

The Chancellor or his or her designee may approve exceptions to the requirements of this policy in appropriate cases.

Source: SBR Meeting March 23, 1984; TBR Meeting June 29, 1990

GUIDELINE B-025

SUBJECT: Acquisition and Disposal of Real Property

This guideline establishes procedures for the acquisition and disposal of real property in fee interest.

1. Authorization

Only the Chancellor and Board have the authority, whether by gift or purchase, to acquire and dispose of real property.

2. Title of Property Acquired

Property that is acquired shall be titled in the name of the ~~Board of Regents of the State University and Community College System of Tennessee~~ **Tennessee Board of Regents and for the State University and Community College System of Tennessee** for the use and benefit of the institution or school.

3. Master Plan

Property that is proposed for acquisition or disposal must be identified in an approved Facilities Master Plan for subject institution or school prior to taking any action. The acquisition of gift property does not apply to this condition.

4. State Building Commission

a. With the exception **in 4c below** of gifts of real property, the acquisition and disposal of any interest in real property in fee interest shall be subject to the approval of the State Building Commission Executive Sub-Committee and shall be done in accordance with procedures established by the State Building Commission (Reference TCA 4-15-102, 12-2-112 and 49-8-111).

b. The following completed documents (five copies each) shall be submitted to the Chancellor to obtain approval to acquire or dispose of real property:

Form RPM 1; Recorded Deed to property; Land Acquisition Questionnaire or Land Disposal Questionnaire, as applicable; Survey of property, if needed; Tax Assessors Map; Facilities Evaluation Survey; **and**; if applicable, Environmental Identification

c. Only the Chancellor and Board may accept gifts of real property and may dispose of real property acquired by gift or devise; however, acquisition of any interest in real property by gift or devise that obligates the institution/~~school~~ **technology center**, Tennessee Board of Regents or state of Tennessee to expend state of Tennessee funds for capital improvements or continuing operating expenditures shall be approved by the State Building Commission Executive Sub-

committee in accordance with TCA 4-15- 102(d)(2) prior to acceptance by the Chancellor and Board (see TBR Policy No. 4:01:04:00).

d. No Deed transferring title of property to the **Tennessee** Board of Regents shall be recorded without the written approval of the Chancellor and in the instance of 4.c. above, State Building Commission approval shall be confirmed by the Chancellor prior to recording the Deed.]

5. Inspection

a. Facilities Evaluation

If property to be acquired includes any structures, a facilities evaluation survey shall be conducted of each building. All required renovations and/or alterations to make the facility(ies) functionally usable in accordance with all applicable codes and current standards of use shall be evaluated with estimated cost to complete and source of funds identified prior to any action to acquire.

b. Environmental Identification

Prior to any action to acquire real property, the property and all structures, if any, shall be inspected and tested for the identification of any contaminants, including asbestos, PCBs, underground storage tanks, hazardous wastes and other environmental concerns.

If any contaminants are identified, a plan for their disposal or neutralization shall be included with the request to acquire subject property, including estimated costs and identification of responsibility for abatement.

6. Relocation Assistance

Persons, businesses, farms and non-profit organizations relocated by State real property acquisition projects are eligible for relocation assistance in accordance with the provisions of T.C.A. § 13-11-101 et seq., and the Federal Uniform Relocation Assistance and Land Acquisition Policies Act of 1970, as administered by the Department of Finance and Administration.

7. Proceeds from Sale of Real Property

The receipts from the sale or conveyance of real property shall be deposited in the capital outlay fund of the selling institution or school in accordance with TCA 49-8-111. However, if the receipts are the result of a devise or gift which designated the purpose of the gift for a particular use, any funds from a sale or conveyance of the property may be transferred from the capital outlay fund of the selling institution to the appropriate account in order to effectuate the donor's intent.

Source: May 14, 1991 Presidents Meeting. Revised May 12, 1992.

GUIDELINE B-026

SUBJECT: Lease Procedures and Guidelines

These guidelines set forth the leasing procedures for all institutions and Tennessee Technology Centers governed by the Tennessee Board of Regents.

I. APPROVALS REQUIRED

A. Institution/Technology Center as Lessee

All agreements involving or related to the lease of real property for a term of more than five (5) years or a consideration of more than \$15,000 per year shall be approved by the Chancellor, including any amendment or cancellation (TBR Policy No. 1:03:02:10).

B. Institution/Technology Center as Lessor

All agreements involving or related to the leasing of **Tennessee** Board of Regents or institutional property for a term of more than five (5) years or a consideration more than \$15,000 per year shall be approved by the Chancellor, including any amendment or cancellation (TBR Policy No. 1:03:02:10).

C. Leases for more than \$15,000 per year or for more than 5 years

All proposed leasing actions for real property with consideration more than \$15,000 per year or for a term of more than five (5) years shall be submitted to the Department of Finance and Administration and the Tennessee Higher Education Commission by the Office of Facilities **Development**, Tennessee Board of Regents for review and analysis prior to taking action by the institution or technology center.

D. Leases for more than \$50,000 per year or for more than 5 years

All lease proposals involving a consideration of more than \$50,000 per year or a term longer than five (5) years, upon approval of the Department of Finance and Administration and the Tennessee Higher Education Commission shall be presented, with appropriate comment or recommendation, to the State Building Commission Executive Sub-Committee for approval prior to any leasing action. Leases approved during the annual budget review process will not require prior approval of the State Building Commission Executive Sub-Committee (SBC Policy).

E. Leases for more than \$15,000 per year and not more than \$50,000

All lease proposals with a consideration of more than \$15,000 per year and not more than \$50,000 shall be submitted to the Department of Finance and Administration and the Tennessee Higher Education Commission prior to any leasing action but shall not require prior approval of

the State Building Commission Executive ~~Committee~~ **Sub-Committee prior to advertising.** After review and analysis, the Department of Finance and Administration and the Tennessee Higher Education Commission shall provide comments to the **Tennessee** Board of Regents (SBC Policy).

F. Leases for more than \$40,000 per year or for more than 5 years

Documents for all leases and lease amendments with consideration of more than \$40,000 per year or a term longer than five (5) years shall be approved by the State Building Commission in accordance with TCA 12-2-115 and the Tennessee Higher Education Commission. Signatures required include:

1. **The Lessor (signature shall be acknowledged by a notary public).**
2. President of the Institution or Vice Chancellor for ~~Vocational Education for an~~ **TTC Technology Centers** (signature shall be acknowledged by a notary public)
3. Chancellor or his/her designee (~~signature shall be acknowledged by a notary public~~)
4. State Building Commission with signatures by:
Commissioner of Finance and Administration
State Attorney General
Governor (**this signature is required for lease-outs**)

G. Leases for \$15,000 or less per year and for five (5) years or less where the institution/technology center is the Lessee or Lessor, **using one of the following approved forms: the Tennessee Board of Regents Standard Lease Agreement, Mutual Use Agreement, Transient Use Agreement, or Tenant Use Agreement,** shall be approved by:

President of the institution

Vice Chancellor for ~~Vocational Education for a~~ **TTC Technology Centers**

H. Leases for which operating funds will be requested or for more than five years

Any lease which is for a term longer than five (5) years or in which the total of the consideration, maintenance costs, utility costs and/or custodial costs are estimated to exceed \$15,000 per year, and funding for same is requested through state appropriations, shall be approved by the Tennessee Higher Education Commission (THEC Policy).

II. NON-DISCRIMINATION

A. Institutions/technology centers engaging in a real estate transaction, including sale, rental or lease, shall not discriminate on the basis of race, color, creed, religion, sex or national origin. See TCA 4-21-601.

B. No state employee or agent shall enter into a commercial agreement on behalf of the state with a club which denies to a person entry, use of facilities or membership or unreasonably prevents the full enjoyment of such club on the basis of sex, race, creed, color, religion, ancestry, national origin or disability. See TCA 4-21-803.

~~III. NOTARIZED SIGNATURES REQUIRED~~

~~Leases in which the institution/technology center is the Lessee which require State Building Commission approval (i.e., for more than \$40,000 annual rent or for a term of more than five (5) years shall have the following signatures acknowledged by a notary public (per TCA 66-22-101).~~

~~1. The Lessor~~

~~2. The President of the institution or the Vice Chancellor for Vocational Education for an **TTC Technology Centers**~~

~~3. The Chancellor or his/her designee~~

~~IV. III. RECORDING OF LEASES~~

~~Leases in which the institution/technology center is the Lessee which require State Building Commission approval shall be recorded by the Commissioner of Finance and Administration in the county or counties where the property is located (per TCA 12-2-105).~~

~~V. IV. ADVERTISING FOR LEASED SPACE~~

~~Where the institution/technology center is the lessee, advertising shall be required in all transactions involving new, succeeding, superseding leases or lease renewals except:~~

~~(1) Where the annual rent does not exceed \$8,500 or where the term of the lease is one year or less.~~

~~(2) Where property is owned by a governmental agency and leased to another governmental agency.~~

~~(3) Where a supplemental agreement is made to an existing lease for additional space at a negotiated price without modifying the original lease term (Reference TCA 12-2-114).~~

~~VI. V. FORMS & DOCUMENTATION REQUIRED~~

~~Submit to the Chancellor ~~five (5)~~ **four (4)** copies each of the following forms at the appropriate~~

times described above. Copies of all forms are available from the Office of Facilities **Development** upon request.

A. Space Action Request Form (green)

~~Five~~ **Four** green copies required with initial submittal of request for leased space.

B. State University and Community College **System** of Tennessee (**Tennessee Board of Regents**) Standard Lease Form

Minimum of five (5) copies required after approval has been given to enter into a lease agreement. Use the **Tennessee** Board of Regents standard form of agreement unless prior approval has been obtained to use any other form. There should be no changes or additions to the standard form without prior approval.

C. Statement of Financial Interest for Leased Property

For all leases subject to the State Building Commission approval, when the institution/technology center is the Lessee, the Lessor shall identify persons with a financial interest in the leased property on the Statement of Financial Interest for Leased Property when submitting the lease agreement.

D. Space Action Request, Office Space Requirements Analysis, Finance and

Administration Form RSM-1A

Document space needs on this form, adapting as necessary to include classroom and class laboratory space needs and submit with initial submittal of request for leased space.

E. Supplemental Data Questionnaire, Finance and Administration Form RSM-1B

Document space needs on this form and submit with initial submittal of request for leased space.

F. Certification of Funds Available

For all leases subject to State Building Commission approval, a letter signed by the President of the institution or Vice Chancellor for ~~Vocational Education for an TTC~~ **Technology Centers** certifying that funds are available must accompany the lease proposal. **Institution/technology center Certification of Funds shall be acknowledged and certified by Vice Chancellor for Business and Finance.**

G. Summary of Analysis of Lease Proposals Received

If advertising and receipt of lease proposals is performed by the institution/technology center, a summary of analysis of lease proposals must accompany the lease proposals including cost analysis.

H. Enrollment Projections and Program Documentation

Provide historical enrollments and enrollment projections and documentation of programs to be offered at the site of the proposed leased facility shall accompany the lease proposal as justification for the need to lease space.

~~VII.~~ VI. STATE STATUTES ON STATE LEASES & DISPOSALS OF REAL PROPERTY

The following State Statutes on State leases and disposals of real property are referenced for your information. Copies are available from the Office of Facilities upon request.

- A. TCA 4-15-102 - State Building Commission - Powers and Duties
- B. TCA 4-21-601 - Discriminatory Housing Practices Generally
- C. TCA 4-21-803 - Commercial Agreements with the State - Prohibition - Required Statement
- D. TCA 12-2-112 - Disposal of Surplus Interests in Real Property and Energy Resources
- E. TCA 12-2-114 - State Leases - Procedure
- F. TCA 12-2-115 - Approval of Lease Instrument where State is Lessee or Lessor
- G. TCA 49-8-111 - Powers Regarding Property

~~VIII.~~ VII. LEASE POLICIES OF THE STATE BUILDING COMMISSION

Item 7, Leases of Real Property as published in By-Laws, Policy and Procedure of the

State Building Commission of Tennessee, compiled January 1991 is referenced for your information. Copies are available from the Office of Facilities upon request.

Source: Presidents Meeting, May 14, 1991; Presidents Meeting November 5, 1997

GUIDELINE B-030

SUBJECT: PROCEDURES FOR ACQUIRING DATA PROCESSING EQUIPMENT/SOFTWARE/SERVICES

This guideline establishes procedures for the initial acquisition of data processing equipment, software, and maintenance services for institutions and schools governed by the Tennessee Board of Regents. It does not apply to annual renewals of lease agreements, software licenses, or maintenance contracts. It also does not apply to data processing acquisitions where the total expenditure is less than \$50,000. If multi-step sealed bidding is used, reference should be made to Guideline B-035.

For the purpose of this guideline, the term data processing equipment, software, and maintenance services is defined as those computers and related peripherals, operating system and associated utility software, application software and hardware and software maintenance services that are used in conjunction with the electronic information systems serving both academic and administrative departments. Typical functions include office automation, financial accounting, payroll and personnel systems, decision support systems, programming, and educational activities related to the above. Specifically excluded from this definition is equipment hardware, software and services where the use of microcomputers or microprocessors is incidental to its intended primary use for non-data processing functions. Examples of said equipment are telephone switches, numerically controlled mills, robotics, and audio spectrum analyzers and other such scientific equipment.

The term "acquiring" denotes any form of acquisition (regardless of source of funds) including, but not limited to a rental, lease, purchase, trade, or gift. All changes in data processing equipment at an institution shall be accomplished in accordance with the current institutional data processing plan, with review by the institution's computer resources committee and with the approval of the president at the institution. All changes in data processing equipment at a technology center will be reviewed by the center's computer advisory committee, with approval by the Vice Chancellor for Vocational-Technical Education, who for purposes of this guideline shall have the authority and responsibilities of an institution president.

The procedures outlined in the Board of Regents Policy No. 4:02:10:00, Purchasing Policies and Procedures, Guideline B-035 on Multi-Step Sealed Bidding Process and, G-030 on Contracts and Agreements will serve as the guide for the bid process for data processing equipment software/services. To determine the applicable category under Section III, Minimum Notice and Number of Bids, "expenditures" are defined as follows:

1. Total expenditures if purchase is proposed.
2. Total funds to be committed by contractual obligation if lease, lease/purchase or rental. (Example: \$200 per month on a three year contract would be considered a \$7,200 expenditure.)
3. For month to month leases or rentals, the annual obligation or the actual cost to be incurred if period is less than one year.

For the purpose of acquisition approval, service contract costs will be considered on the basis of number 2 and 3 above, and the cost of service contracts will be added to the cost of the equipment purchase or lease to determine total expenditure. The appropriate number of vendors will be solicited and method of bid solicitation will be followed as specified in Section III of Policy No 4:02:10:00 and guidelines on approval of Contracts and Agreements. If multi-step process is used, B-035 will be followed. Board notification or approval will not be required on expenditures less than \$50,000. In case of quantity orders or assemblies, it will be the cost of the extended total cost or total assembly cost, respectively, that will apply. However, all acquisitions regardless of cost should be reviewed by appropriate campus personnel and/or committees. Renewals of annual machine maintenance contracts will not require Board approval.

Requests for approval to acquire data processing equipment will be submitted in the Computer and Telecommunications Plan (CTP) as part of the July budget process. Equipment purchases included in an approved CTP do not require subsequent individual approvals. Changes to data processing equipment needs as submitted in the CTP and/or other requests not included in the CTP will be forwarded to the Chancellor over the signature of the president of the institution for review and approval. A copy of the request should be sent to the Office of Business and Finance. Approval must be obtained prior to awarding the bid. The request for approval of equipment not submitted in the CTP and/or changes to requested equipment in the CTP will include: (1) justification for change or acquisition, (2) approximate expenditure, and (3) justification for sole source procurement, if applicable. Upon request, if deemed necessary, the Office of Business and Finance may require that the bid specifications be forwarded to the Board office.

If intended purchase requires performance valuation, the benchmark and bid specifications will be prepared in conjunction with the Office of Business and Finance. All bid specifications will incorporate Board of Regents standard contracts and essential terms where applicable. The Office of Business and Finance is available to assist in the development of any equipment bid specifications.

Upon receipt of the Computer and Telecommunications Plan or other requests the Office of Business and Finance will review the plan or request and communicate with the institution or center concerning any additional information which may be necessary. A reply to the plan or request will be forwarded to the president of the institution over the signature of the Vice Chancellor for Business and Finance.

When approved, the bid process will then proceed at the institution or center. If not previously submitted but required, a copy of the final bid specifications will be forwarded to the Office of Business and Finance when bids are mailed to the vendors. Upon acceptance of a bid in cases where no formal contract must be signed, the institution or school will furnish to the Office of Business and Finance a report of bid analysis, vendor selected, price, terms, etc. and scheduled installation date (if required).

If a contract or letter of agreement must be signed, the above mentioned report and the contract, if applicable, will be forwarded to the Chancellor with a copy to the Office of Business and Finance for appropriate signature prior to formal acceptance of the bid. If state policies and

procedures require additional signatures, the signed contract will be returned to the institution or center after appropriate signature have been obtained.

If intended procurement includes major purchases which have had benchmark and bid specifications prepared, vendors will be required to submit copies of responses to bids to both the institution or center and the Office of Business and Finance. The institution or center will be responsible for maintaining files of correspondence related to any bid procedures. Copies of bid responses furnished to the Board will be disposed of when the bid process is complete.

Source: September 1, 1975 TBR Presidents Meeting; Revised May 25, 1982 Presidents Meeting; July 1, 1984; December 13, 1985; November 10, 1987; May 16, 1989; May 10, 1994 Presidents Meeting; November 8, 1995 Presidents Meeting; November 5, 1997 Presidents' Meeting

GUIDELINE B-035

SUBJECT: Procedures For Multi-step Sealed Bidding

I. WHEN TO USE MULTI-STEP PROCESS

Multi-step sealed bidding is a two-phase process consisting of a technical first phase composed of one or more steps in which the potential bidder submits unpriced technical offers to be evaluated and a second phase in which those potential bidders whose technical offers are determined to be acceptable during the first phase have their price bids considered. Multi-step sealed bidding may be used for any purchase where there is a desire to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsible and responsive bidder and at the same time obtain the benefit of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers, i.e., copiers, terminals, data processing equipment, etc. However, the use of a multi-step sealed bidding process is required in the acquisition of institutional computer systems involving the purchase of hardware and the development of application software.

II. REQUIREMENTS OF THE ITB

Multi-step sealed bidding shall be initiated by the issuance of an Invitation to Bid (ITB). In the ITB, the evaluation team shall provide the potential bidder with information describing the functional requirements of the hardware, software, or services desired, scope of procurement, technical specifications, evaluation criteria and other information considered relevant to the acquisition. If the intended procurement includes major system upgrade and/or central processing unit changes, the benchmark and bid specifications will be prepared in conjunction with the Office of Administration. All bid specifications will incorporate Board of Regents standard contracts and essential terms referenced in G-030, Contracts and Agreement. The contract shall not exceed sixty (60) months. If the intended procurement includes major system upgrade and/or central processing unit changes, potential bidders will be required to submit copies of their responses to both the institution or school and the Office of Administration.

III. BID CONFERENCE PRIOR TO SUBMISSION OF TECHNICAL OFFERS

Prior to the submission of unpriced technical offers, a bid conference will be conducted to entertain questions and concerns expressed by potential bidders and to explain the procurement requirements. The conference shall be announced to all potential bidders within the ITB. Potential bidders should be reminded at this conference that their technical offer must be responsive solely to the written ITB with any addenda thereto and cannot be amended or altered by oral representations. The issuing agency may respond to questions and concerns at the conference. The official response will be in writing and will be provided to all potential bidders.

IV. MULTI-STEP SEALED BIDDING PROCUREMENT PROCESS

A. PHASE ONE

1. Technical Offers

The potential bidder shall submit a technical offer in sufficient detail so as to constitute the technical specifications of the purchase. All technical offers received by the evaluation team shall be opened and examined at the time and place specified in the ITB. Once all offers have been opened, the evaluation team will announce only the names of the bidders who have submitted technical offers for consideration.

The bidder's technical offer must respond to the ITB. The failure by a bidder to submit a technical offer which conforms to the specified content and format requirements will be sufficient cause to render the technical offer unacceptable.

Any offer submitted, which is determined by the evaluation team to be materially deficient or substantially incomplete in its response to the requirements set forth in the ITB, will be sufficient cause to render the technical offer unacceptable.

Any technical offer submitted which contains pricing information will be rejected without exception.

2. Amendments to the ITB

Once technical offers have been submitted, any amendments to the ITB shall be distributed only to bidders who submitted unpriced technical offers and those bidders shall be permitted to submit new unpriced technical offers or to amend those previously submitted.

If, in the opinion of the evaluation team, a contemplated amendment will significantly change the nature or the scope of procurement, all offers will be rejected in accordance with T.C.A. 12-3-203(i).

3. Technical Evaluation

An evaluation team will be appointed by the President, or his/her designee and a Chairperson will be designated. The evaluation team member will be notified of his/her appointment by written memorandum. The evaluation period commences with the opening date of the technical offer and ends with the issuance of notice of intent to award by the evaluation team.

The unpriced technical offers shall be evaluated solely in accordance with the objective criteria set forth in the ITB. No technical offer shall be evaluated for any requirement or criterion that is not disclosed in the ITB. The unpriced technical offers shall be categorized as:

- a) acceptable;
 - b) potentially acceptable; or
 - c) unacceptable.
- (see definitions; section V)

The evaluation team may conduct discussions with any bidder, including any subcontractor or supplier of goods or services, who submits an acceptable or potentially acceptable technical offer. Discussions may be conducted for the purposes of facilitating understanding of technical offers and specifications and may include but not be limited to: obtaining of supplemental information, amendments to the technical offer, amendments to the ITB or a potentially acceptable offer being converted into an acceptable offer. The evaluation team will notify all bidders in writing when no more supplemental information may be submitted.

The evaluation team will meet and discuss each technical offer to determine whether the offer is acceptable and meets the requirements of the ITB. The evaluation team will document the final evaluation of the technical offers and make a recommendation to the President or his/her designee regarding the offers determined acceptable. If the purchase involves a major computer acquisition, it shall be reviewed by the Chancellor or his/her designee prior to advancing to Phase Two. Any other acquisition may be reviewed by the Chancellor or his/her designee if the Institution deems it necessary.

A written record shall be maintained and become a part of the bid file documenting the contents of said discussions.

4. Unacceptable Technical Offers

When the evaluation team determines a bidder's unpriced technical offer to be unacceptable, the evaluation team will submit a recommendation to the President or his/her designee. If the President or his/her designee concurs with the recommendation, such bidder shall not be afforded an additional opportunity to supplement its technical offer or to submit a priced bid in Phase Two. The evaluation team will prepare a written determination outlining the nature of unacceptability and it shall become a part of the bid file and the bidder shall be notified prior to the commencement of Phase Two.

B. PHASE TWO

1. Pricing

Upon the determination of the technical offer(s) acceptability, the evaluation team will invite each acceptable bidder to submit a price bid. The price bids will be opened and read at the date and time specified in the ITB. The price bid must be prepared as set forth in the ITB. The failure by a bidder to submit a price bid which conforms to the specified content and format requirements will be sufficient cause to reject the price bid.

The evaluation team will verify the pricing information provided by the bidder. Errors in the priced bid may be cause for rejection of that bid; however, the evaluation team may recalculate the bid or correct arithmetic errors contained in the bid only if, in the evaluation team's opinion, sufficient information is provided. The decision to permit the correction or withdrawal of bids or contracts based on bid mistakes shall be supported in the written report made by the evaluation committee.

2. Inspection Prior to Award

All data relating to the procurement shall be made available for inspection to each bidder on the ITB, upon request, subject to D.2. of this procedure. The evaluation team shall award no contract without providing bidders a reasonable opportunity for such inspection. The evaluation team shall provide not less than five (5) working days for such inspection. The evaluation team shall establish procedures for providing such inspection.

3. Award

The evaluation team will prepare a written determination recommending award and the basis for the award of a contract and submit this recommendation to the President or his/her designee for approval. Approval of the recommendation may result in a contract being issued by the Institution or school.

V. DEFINITIONS

Acceptable - the unpriced technical offer is responsive to bid and contractual mandatories and is compliant with technical specifications described in the Invitation to Bid and related documents.

Potentially Acceptable - the unpriced technical offer is substantially responsive to bid and contractual mandatories and is materially compliant with technical specifications described in the invitation to bid and related documents, thereby providing a reasonable expectation of being made acceptable by amendment to either the bidder's offer or the invitation to bid. In the event the bidder does not amend the offer by the specified date, that offer is deemed unacceptable and the bidder will not be afforded further consideration.

Unacceptable - the unpriced technical offer is not responsive to bid and contractual mandatories and deviates from the technical specifications described in the Invitation to Bid and related documents to such an extent there is no reasonable assurance that the offer will meet or exceed announced requirements. The bidder will not be afforded further consideration.

Responsive - conforms in all respects to the essential requirements of the Invitation to Bid.

Responsible - capable in all respects to perform in full the contract requirements and the integrity and reliability that will assure good faith performance.

Institutional computer system - a computer that is operated as the centralized data system at an institution or school.

Application software - any program that is not part of the basic operating system.

VI. GENERAL REQUIREMENTS APPLICABLE TO BOTH PHASES

1. Rejection of All Technical Offers or Priced Bids

When all technical offers or priced bids are rejected, the evaluation team shall prepare a written determination outlining the nature of such rejection and submit this determination to the Chancellor and President or their designees for approval. If another ITB is to be readvertised, all

prior offers and/or bids shall remain closed to inspection by the bidder and/or the public until the evaluation of the readvertisement is complete.

2. Confidentiality

During the evaluation, all parties will hold the contents of all offers, correspondence, agenda, working papers, discussions or any other medium which discloses any aspect of a bidder's technical offer, in the strictest confidence until the evaluation team issues written notice of intent to award.

3. Conflict of Interest

In the event a bidder is awarded a contract he/she will warrant that no part of the contract award amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to the bidder in connection with any work contemplated or performed relative to this ITB.

4. Ethical Standards

In order to protect the integrity of the public contracting process, all contact between the procuring agency and bidder(s) either by the Institution/Board or from the bidder or the bidder's representatives shall be made only through the Chairperson of the evaluation team as it relates to that acquisition. Failure to adhere to this provision will be sufficient cause to reject the bid.

Source: Presidents Meeting, May 16, 1989

PRESIDENTS/DIRECTORS QUARTERLY MEETINGS

DATE: February 13, 2007

AGENDA ITEM: **Proposed Human Resources Policy for Business Continuity
(Emergency Preparedness) –Pandemic Plan**

ACTION: Vote

PRESENTER: Bob Adams

BACKGROUND INFORMATION:

As part of the TBR system wide review for the development of a pandemic plan for Human Resources, the proposed policy was developed for business continuity (emergency preparedness) and will cover TBR personnel for all emergencies, including the pandemic.

The Human Resources Officers recommended that the policy for business continuity and (emergency preparedness) address essential staffing, including payroll and leave. The goal is to have the proposed HR Policy for pandemic planning and other emergencies in place by spring 2007.

The Human Resources Officers and Business Officers recommend the approval of this new policy.

Policy No. --:--:--:--

Subject: Human Resources Procedures in the Event of a Declared Emergency

The following policy of the Tennessee Board of Regents on Human Resources procedures in the event of a declared emergency shall apply to all employees of the institutions and technology centers governed by the Board, and to all employees of the TBR Central Office.

When it is declared that emergency conditions exist, it is the intent of the Tennessee Board of Regents to protect students, employees, visitors, facilities, systems, other property, and normal operations to the greatest extent possible. In the event that normal operations cannot be maintained, the goal will be to maximize the continuity of essential services in order to minimize the adverse impact of the emergency. It will further be the intent of the Tennessee Board of Regents to return to full operations and services as quickly as possible.

This Policy specifically addresses Human Resources procedures necessary to support the above goals.

Emergency situations covered by this Policy include, but are not limited to, natural disasters, the spread of communicable disease, financial crises and terrorist attacks or other acts of war.

A. Declaration of Emergency

Upon the occurrence of an emergency situation, the Chancellor or other official designee of the Board shall issue a Declaration of Emergency. This Declaration shall trigger the implementation of the provisions of this policy. In the event that disruption of services is to the extent that communication with the Chancellor cannot be established, the President or Director of affected institutions may trigger the provisions of this policy through a temporary Declaration of Emergency until communications have been restored. When the emergency has abated to the point that normal operations may be resumed, the Chancellor shall so note through a second Declaration.

B. Suspension of Personnel Policies and Guidelines

When a Declaration of Emergency has been issued, the following TBR Personnel Policies and Guidelines shall be suspended and replaced by the provisions of this Policy:

- Policy 5-01-00-00 General Personnel Policy
- Policy 5-01-01-00 Employee Classification and Leave Policies
- Policy 5-01-01-01 Annual Leave
- Policy 5-01-01-03 Leave of Absence

- Policy 5-01-0105 Civil Leave
- Policy 5-01-01-06 Leave Transfer
- Policy 5-01-01-07 Sick Leave
- Policy 5-01-01-08 Parental Leave
- Policy 5-01-01-09 Bereavement Leave
- Policy 5-01-01-10 Holidays
- Policy 5-01-01-11 Days of Administrative Closing
- Policy 5-01-01-12 Voting Leave
- Policy 5-01-01-13 Educational Leave
- Policy 5-01-04-10 Faculty Compensation in Summer and Intersessions
- Policy 5-02-05-00 Employment of Grad Assistants
- Guideline P-010 Personnel Transactions
- Guideline P-020 Procedures for Implementation of the 37.5 Hour Workweek
- Guideline P-043 Compensation
- Guideline P-060 Formation and Operation of Faculty Sick Leave Banks
- Guideline P-061 Formation and Operation of Non-faculty Sick Leave Banks
- Guideline P-062 Faculty Sick Leave
- Guideline P-115 Certified Professional Secretary Examination
- Guideline P-130 Support for Educational Assistance
- Guideline P-131 Educational Assistance for Spouse and Dependents of TBR Employees

C. Emergency Response Personnel

Any employee who is identified by the institution, technology center, or Central Office as essential to meeting critical needs during an emergency will be designated as Emergency Response Personnel. To the extent possible, each institution and technology center should identify and train these personnel through their process of emergency response planning. When personnel are identified, the local Human Resource Officer should be notified through memo.

Each Human Resources Officer will identify the key personnel necessary to process payroll and maintain continuity of employee benefits for their institution and technology centers. These key personnel must be able to perform their essential functions from a remote location. Each Human Resources Officer or TTC Director will provide a list, with contact information, for these key personnel to the TBR Assistant Vice-Chancellor of Human Resources. Human Resources Officers and Directors will be expected to keep this list up-to-date if there are changes in personnel.

D. Emergency Leave of Absence

During an Emergency Declaration, any employee who is not designated as Emergency Response Personnel will be placed on Emergency Leave of Absence (ELOA) for the duration of the Emergency Declaration.

E. Payroll and Benefits

For the duration of the Emergency Declaration, those employees identified as Emergency Response Personnel will continue to receive regular pay, subject to the availability of funds. In addition, Emergency Response Personnel will receive compensatory time for the time spent on duty during the period of emergency.

Employees who are placed on Emergency Leave of Absence, and were scheduled and available to work during the Emergency Declaration, will suffer no loss of pay during the emergency period, subject to the availability of funds. Employees placed on ELOA who had requested leave time prior to the Emergency Declaration will be considered to be not available for work during the request period and will be charged for the leave previously requested.

F. Sick Leave Bank

During an Emergency Declaration, employees who are members of their local sick leave bank, and who have exhausted all leave time and are in a period of unpaid leave, may be able to request a withdrawal from their local sick leave bank depending upon the availability and approval of the local Sick Leave Bank Trustees. Employees requesting access to the Sick Leave Bank must be able to document, through physician records, a period of illness during their period of unpaid leave. If the Sick Leave Bank Trustees determine that the numbers of hours on deposit are not sufficient to meet the approved requests, they may suspend operation of the sick leave bank until the Emergency Declaration has passed. Sick Leave Bank members may not be assessed for further hours until the Emergency Declaration has been lifted.

PRESIDENTS/DIRECTORS QUARTERLY MEETINGS

DATE: February 13, 2007

AGENDA ITEM: **Revisions to TBR Policy 5:01:00:00 – General Personnel Policy**

ACTION: Vote

PRESENTER: Bob Adams

BACKGROUND INFORMATION:

Attached is a proposed addition of Direct Deposit to the General Personnel Policy to make it mandatory for all employees to use direct deposit. Some institutions make it mandatory for student workers to have direct deposit.

All full-time and part-time employees are required to participate in the automatic deposit program for the direct deposit of their salaries. Each campus has the option to require student workers to participate in the direct deposit program as long as there is no charge to the students.

Another proposed addition to the General Personnel Policy is a section that covers Academic Credentials to comply with *TCA 49-7-133*.

It is a Class A misdemeanor to misrepresent academic credentials. A person commits the offense of misrepresentation of academic credentials who, knowing that the statement is false and with the intent to secure employment at or admission to an institution of higher education in Tennessee, represents, orally or in writing that such person:

(1) Has successfully completed the required course work for and has been awarded one (1) or more degrees or diplomas from an accredited institution of higher education;

(2) Has successfully completed the required course work for and has been awarded one (1) or more degrees for diplomas from a particular institution of higher education; or

(3) Has successfully completed the required course work for and has been awarded one (1) or more degrees or diplomas in a particular field or specialty from an accredited institution of higher education.

These changes were reviewed and are recommended for approval by the Human Resources Officers and Business Officers.

Policy No. 5:01:00:00

SUBJECT: General Personnel Policy

The following General Personnel Policy of the Tennessee Board of Regents is hereby adopted to delegate to the presidents of universities, community colleges, and technical institute, the authority and responsibility hereinafter specified concerning personnel, which the Board finds to be necessary and appropriate for the efficient administration of the institutions, and to establish standards, guidelines, and reporting requirements for the exercise of the delegated authority.

The policy also cites specified authority and responsibility concerning personnel assigned to directors of the Tennessee technology centers.

A. Scope of Delegation

1.a.Presidents

The appointments and terminations which require the prior approval of the president and the Chancellor include:

- (1) All Vice Presidents (academic, business, student affairs, etc.) including all interim appointments;
- (2) Academic deans, academic department and/or division heads, Directors of the Centers of Emphasis and Excellence, (including those officers, who with varying titles, have line responsibility for administration of academic faculty or staff at the academic disciplinary unit level); including interim appointments;
- (3) Appointments, promotions, and/or transfers to positions with salaries in excess of \$75,000; and of non-faculty (the promotion process for faculty is governed by TBR Policies 5:02:02:10, 5:02:02:20, and 5:02:02:30), and/or transfers to positions with salaries in excess of \$75,000; and
- (4) Any other positions which may be designated by the Chancellor.

b. Directors

The appointments, changes of status, compensation, and termination of the TTC assistant directors shall be subject to the prior approval of the Vice Chancellor for Technology Centers.

2. The president of a university, community college, or technical institute and the director of a Tennessee technology center are authorized to

appoint, determine the compensation and change of status of, and terminate all other employees at the institution or center subject to the provisions of this and other relevant Board policies and procedures and the Board approved Compensation Plan Guideline.

The president may delegate the foregoing authority to a designated person or persons at the institution provided that all appointments and compensation of faculty and administrative personnel shall be subject to the approval of the president. Subsequent references to the president of an institution include the president or his or her appropriate designee.

The director of a Tennessee technology center may not delegate the foregoing authority.

B. Appointments

1. The president of a university, community college, or technical institute and the director of a Tennessee technology center are authorized to appoint and employ personnel within the scope of delegation provided in Section A for positions at the institution or center which have been approved by the Board in an operating budget (work program) at a level of compensation which does not exceed the amount specified in the operating budget; provided that new appointments to approved positions may be made at a level of compensation in excess of the amount specified where funds are available, subject to confirmation of the transfer of budgeted funds by the Chancellor.-
2. No employment agreement, or contract, or letter of agreement shall be used in the appointment or employment of personnel unless the form of agreement, contract, or letter has been approved by the Chancellor.
3. New administrative positions shall not be established in an institution's or center's administrative organization, and no major change in the administrative organization of an institution or center shall be made, unless approved by the Chancellor.
4. The minimum qualifications for the appointment of faculty at universities, community colleges, and the technical institute shall be the Minimum Rank Criteria for Professional Personnel in Instruction, Public Service, and Research set forth in Board Policy No. 5:02:02:20 and 5:02:02:30, which is incorporated herein by reference. The minimum criteria for tenure-track or tenure appointments at Tennessee technology centers are specified in

Board Policy No. 5:02:02:10. All part-time or temporary faculty must be appointed according to the provisions of Board Policy.

5. The minimum qualifications for the appointment of all personnel other than faculty shall be determined by the president or director, based upon the duties and responsibilities of the position, and shall be recorded and maintained by the institution or center, subject to any minimum qualifications for personnel positions which may be established by the Board.

C. Nature of Appointments

1. Faculty at universities, community colleges, and the technical institute shall be employed pursuant to the types of appointments specified in Board Policy No. 5:02:02:20 and 5:02:02:30, which is incorporated herein by reference.

Faculty at Tennessee technology centers shall be employed pursuant to the types of appointment specified in Board Policy No. 5:02:02:10, which is incorporated herein by reference.

2. Personnel other than faculty shall be appointed to serve at the pleasure of the president or, at Tennessee technology centers, of the director.
3. All full-time personnel, including faculty, shall be required to devote a minimum of 37.5 hours per week to the institution or center, and shall maintain appropriate office hours as determined by the president (or his or her designee) or, at Tennessee technology centers, by the director. Calculation of the 37.5-hour week shall follow such guidelines as promulgated by the Chancellor.
4. Within the requirement of a minimum of 37.5 hours per week, faculty at universities, community colleges, or the technical institute shall be required to carry a full teaching load, which shall be fifteen (15) credit hours or the equivalent per term for undergraduate courses, twelve (12) credit hours or the equivalent per term for graduate courses, (two hundred and twenty-five (225) non-credit contact hour or the equivalent per term. All equivalent teaching load activities shall be subject to prior review and approval by the president (or his or her designee).

Within the requirement of a minimum of 37.5 hours per week, faculty at Tennessee technology centers shall normally be required to carry thirty (30) contact hours per week of teaching.

5. In addition to the requirement of Section C-3 above, full-time administrative personnel shall be required to devote sufficient time to complete their assigned duties and responsibilities. When administrative personnel are appointed on an academic year basis, such personnel shall be required to devote sufficient time to fully perform the administrative responsibilities for the academic year, including periods preceding or following the academic year.
6. Personnel at universities, community colleges, or the technical institute who are appointed on an academic year basis shall be on duty for not less than nine months, which shall commence from the time designated by the president prior to the institution's registration for the fall term of each year through the time designated by the president at the end of the spring term, and shall be subject to call for duty during that period regardless of whether classes are in session.

D. Compensation

1. The president or director is responsible for compliance with all federal and state laws and regulations, and all Board policies and directives, concerning compensation for employees, and compensation for employees shall be subject to limitations imposed by the Board or the General Assembly.
2. All regular full-time salaried personnel, whether on an academic or fiscal year appointment, shall be paid twelve (12) monthly installments each year, provided that exceptions may be made upon termination, or as approved by the Chancellor.
3. All full-time and part-time employees are required to participate in the automatic deposit program for the direct deposit of their salaries. Each campus has the option to require student workers to participate in the direct deposit program as long as there is no charge to the students.
4. Part-time instructional personnel shall be paid on the basis of the credit or non-credit hours taught, pursuant to such guidelines and/or schedules as may be established by the Board.
5. The president or director shall insure that all employees shall be paid equal wages or salaries for equal work in positions the performance of which requires equal skill, effort and responsibility, and which are performed under similar working conditions, except where pay differentials are based upon: (a) market factors, (b) a merit or evaluation system, (c) length of

service, or (d) any other proper, non-discriminatory basis. When any of the foregoing bases are relied upon to justify pay differentials for employees in similar positions as described above, the basis and the attendant circumstances shall be substantiated in writing and maintained by the institution or center.

6. Overtime payments and compensatory time are available to employees not exempt from the FLSA. The Chancellor is authorized to issue guidelines relative to the use of compensatory time and payment of overtime and the rates pertinent to each.
7. Each institution and technology center shall develop policies and procedures for the administration of the compensation system at the institution or center subject to the approval of the Chancellor, and subject to the Compensation Plan Guideline promulgated by the Board. This includes reclassifications and degree changes.
8. Faculty members may be asked to temporarily assume administrative responsibilities which entail moving from an academic year to a fiscal year contract with the assignment of additional duties. This temporary appointment may be on a long-term or short-term basis but is still considered a temporary appointment subject to this policy. This does not apply when a faculty member is hired into a permanent administrative position such as a deanship which requires a twelve-month contract.

Temporary administrative responsibilities may necessitate the awarding of an administrative stipend in addition to the previously established salary. The stipend amount or any other understanding concerning compensation must be set out in a newly-executed contract. The contract (1) should include a statement that the stipend is awarded as compensation for the additional administrative responsibilities and will be removed at the time the administrative responsibilities end or (2) should otherwise address how compensation would be affected at the end of an administrative appointment.

The awarding of an administrative stipend is an issue separate from that of conversion from an academic year to a fiscal year basis. When the conversion is to take place, the institution should just convert the salary from the academic year contract by adding 25% and then adding any stipend amount determined necessary.

The following illustrates the procedure defined above. A faculty member making \$20,000 on an academic contract is converted to a fiscal year contract at a salary of \$25,000. In addition, a \$1,500

administrative stipend is added and so indicated because of additional duties. The total amount of salary is then \$26,500. At the time the faculty member serving as administrator returns to a faculty position on an academic year basis, the administrative stipend will end. Then the base faculty salary is reduced to an academic year contract at a rate no less than 80% of the fiscal year contract. The institution may choose to exceed the 80% number on the basis of comparable faculty salaries, including rank, merit, length of service, experience, degrees and yearly percentage increase in salary.

E. Changes of Status and Terminations

1. The president or director is authorized to approve changes of status (i.e., transfers, promotions, demotions, or other changes in duties or responsibilities) of personnel within the scope of the delegation provided for in Section A, provided that when a change of status would cause the employee to be within the scope of positions subject to approval of the Chancellor, the change of status will be subject to the Chancellor's approval. The president/director of each TBR institution/center may establish procedures for accomplishing promotions, demotions, and transfers between institutions/centers within the Tennessee Board of Regents System, in such manner as to ensure fair and equitable treatment to all personnel, and in accordance with established TBR policies. Any such action must be taken within the parameters of the institution's or central office's Affirmative Action Plan, and must be reviewed and certified by the institutional Affirmative Action Officer.

Inter-institutional promotions, demotions, and transfers must be discussed and approved by the appointing authorities of the two institutions/centers concerned prior to any discussion with the candidate. Any candidate promoted must meet all established minimum qualifications as determined by the appointing authority.

For purposes of this policy, the following definitions apply:

A promotion is defined as an increase in position or rank brought about by means of assuming the duties of a vacant position of higher classification, or assuming duties which warrant a reclassification of present position to one at a higher level.

A demotion is defined as a decrease in position or rank brought about by means of assuming the duties of a vacant position of lower classification, the realignment of duties presently performed which warrant a reclassification of present position to one at a

lower level, or the assignment of a position at a lower classification subsequent to the disciplinary procedure or disqualification from present duties as a result of mental or physical incapacity to perform the required work.

A reclassification occurs when an employee's duties and responsibilities evolved to the extent that another classification is more appropriate.

A lateral transfer is defined as the assumption of duties of another position at the same level.

2. Promotion of Faculty - The promotion of faculty shall be subject to Board Policy No. 5:02:02:20 and 5:02:02:30 (for universities, community colleges, and the technical institute) and Board Policy No. 5:02:02:10 (for Tennessee technology centers).
3. Promotion of Non-faculty Promotions of personnel other than faculty should be made pursuant to established and written criteria developed by the institution or center. Promotions and transfers are an acceptable means of filling vacancies. However, such promotions and transfers must be achieved within the parameters of institutional affirmative action plans. In addition, any vacant position created by that promotion must be filled within the provisions of this Policy and applicable guidelines.
4. Terminations and Transfers The president or director is authorized to terminate and transfer all personnel within the scope of the delegation of authority provided for in Section A, provided that terminations of faculty shall be pursuant to the provisions of Board Policy No. 5:02:03:60 and 5:02:03:70 (for universities, community colleges and technical institutes) or Board Policy No. 5:02:03:10 (for technology centers).
5. Termination for Gross Misconduct Gross misconduct may include, but is not necessarily limited to: any act or omission which may seriously disrupt or disturb the normal operation of the institution/center/Central Office; any work-related conduct which would subject the employee to criminal conviction; theft or dishonesty; gross insubordination; destruction of institution/center/Central Office property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; the illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and/or such other similar acts involving intolerable behavior by the employee. In determining

eligibility for unemployment compensation benefits, the definition of gross misconduct utilized by the Tennessee Department of Employment Security is not affected by the definition outlined in this paragraph.

In the case of gross misconduct, immediate disciplinary action up to and including termination should be taken. An employee suspected of theft of institutional property may not resign as an alternative to discharge after the investigation has been completed. Any exceptions to this requirement must be made by the institution's President or Center's Director after consultation with the Vice Chancellor for Business and Finance. If the employee resigns during the investigation, the employment records must reflect the situation at the date of resignation and the outcome of the investigation.

Refer to Annual Leave Policy 5:01:01:01 and Sick Leave Policy 5:01:01:07 regarding the loss of unused leave if termination of employment is due to gross misconduct.

6. Reduction in Force - Each institution or center shall develop a consistent and equitable method of notifying and terminating faculty and non-faculty employees in the event that a reduction in force, reorganization or elimination of any occupational classification within a unit becomes necessary. The method should include a written rationale to the reduction, review of the institution's or center's operations, identification of the functional area(s) affected, a review of the budgetary implications involved, and development of the specific written criteria to be used in identifying the duties that will be reassigned and/or eliminated in the event of a reduction.

Only after specified functions/duties have been identified by unit heads and approved by the president/director does the review of individual personnel begin. Unit heads in consultation with personnel services staff will assess the specified areas and the employees in those areas in order to make recommendations to the President/Director relative to the specific personnel changes to be made. In making personnel recommendations to the President, the factors used in reaching the recommended decisions may include, but are not limited to:

Length of service in the position and/or length of service at the institution or center, past written performance appraisals, and functional needs of the unit, and qualifications needed to perform remaining duties of the affected units.

Prior to a final decision by the president/director and notification to the employees and in consultation with the staff of General Counsel, the impact of the recommendations shall be considered in light of non-discriminatory requirements listed in Section F of this policy. In the event of one of the above actions, it is permissible to transfer qualified individuals to vacancies at other departments/divisions, institutions or centers within the System.

Written notification to the affected employees must be given as far in advance of the effective date as possible.

Effective 2004, employees affected by a RIF must receive notification when vacancies occur for like positions at their former campuses within 12 months of the RIF.

7. Absence from Duty An employee who is absent from duty for more than three (3) consecutive business days without giving notice to the appointing authority or appropriate manager concerning the reason for such absence and without securing permission to be on leave or who fails to report for duty or to the immediate supervisor or the appointing authority within two (2) business days after the expiration of any authorized leave of absence, absent unusual circumstances causing the employee's absence or preventing the employee's return, is considered as having resigned not in good standing.

F. Non-Discrimination Requirements

The president or director shall insure that all appointments, changes of status, compensation, and terminations are all in compliance with Board Policy No. 5:01:02:00 (EEO Affirmative Action) which is incorporated herein by reference and that no person is discriminated against on the basis of race, sex, religion, age, color, or national origin in any area of employment. An annual compliance audit will be conducted by the System Affirmative Action Officer.

G. Employment Practice Complaints

1. Upon receipt by an institution or center of any charge or claim alleging violations of state or federal laws or regulations in any area of employment by any state or federal agency, a copy of the notice of the charge or claim shall immediately be transmitted to the Office of the General Counsel. The president or director shall forthwith initiate an investigation of the charge, and shall report to the General Counsel the results of the investigation. The Office of the General Counsel will coordinate and approve all responses to

the appropriate agency. The president or director shall transmit to the General Counsel copies of all correspondence from or to the state or federal agency involved. All interactions with the state or federal agency shall be coordinated through the Office of the General Counsel.

2. Internal complaints, charges, or claims concerning matters of employment shall be handled through the established procedures at the institution or center, subject to approval by the president or director. In any case where the president or director makes a decision which is adverse to the charge or claim of the person, the president or director shall advise the person of any right of appeal provided by Board policy.

H. It is a Class A misdemeanor to misrepresent academic credentials. A person commits the offense of misrepresentation of academic credentials who, knowing that the statement is false and with the intent to secure employment at or admission to an institution of higher education in Tennessee, represents, orally or in writing that such person:

(1) Has successfully completed the required course work for and has been awarded one (1) or more degrees or diplomas from an accredited institution of higher education;

(2) Has successfully completed the required course work for and has been awarded one (1) or more degrees for diplomas from a particular institution of higher education; or

(3) Has successfully completed the required course work for and has been awarded one (1) or more degrees or diplomas in a particular field or specialty from an accredited institution of higher education.

I. Records and Reporting Requirements

1. The president or director shall maintain full and complete records on all personnel, including all appointments, compensation, change of status, and termination as specified in Guideline G-070, Disposal of Records.

J. Exceptions

The Chancellor is authorized to approve exceptions to the provisions of this policy, or to suspend the provisions of this policy as to any or all institutions or centers when necessary to ensure proper compliance with Board policies, guidelines, and procedures.

Source: SBR Meetings: June 25, 1976; March 4, 1977; June 26, 1981; September 18, 1981; September 30, 1983; September 16, 1988;

March 17, 1989; September 21, 1990; December 7, 1990; March 19, 1993; September 20, 1996; December 6, 1996; June 20, 1997; June 29, 2001; March 15, 2002; December 5, 2003; September 24, 2004

PRESIDENTS/DIRECTORS QUARTERLY MEETINGS

DATE: February 13, 2007

AGENDA ITEM: **Proposed Revision to TBR Guideline P-043- Compensation**

ACTION: Vote

PRESENTER: Bob Adams

BACKGROUND INFORMATION:

Two major revisions are included in TBR Guideline P-043 – Compensation.

- 1) The guideline has been changed to reflect the Banner HR job-change reason codes for salary actions so that there would be a compensation guide for Banner within the compensation guideline, and,
- 2) A section for athletic increases has been added to assist the campuses.

The Human Resources Officers and Business Officers recommend these changes for approval.

TBR Guideline P-043

Compensation

I. Compensation Philosophy:

For the purpose of implementing the amendment in the 1999-2000 appropriations bill on compensation required by state law and approved by the Board of Regents at their meeting in June 1999, the following guidelines are established to provide direction for the Tennessee Board of Regents system. The Tennessee Board of Regents desires to have a compensation system which is fair, equitable and accountable to the Board of Regents and the public-at-large. Furthermore, the Board of Regents will consider budget availability in all salary decisions. This guideline will cover compensation transactions at 6 universities, 13 two-year campuses, the TBR central office, and 26 technology centers with approximately 16,000 full-time and part-time employees. A Board Committee on Compensation approves the salary increase recommendations.

The goal of the Tennessee Board of Regents is to provide all employees compensation consistent with market and job performance. This goal is reflected within all TBR budgets and will be dependent upon budget availability. The same reportable guidelines apply to positions totally supported by restricted or auxiliary funds.

Faculty: Faculty salaries will be a primary objective and priority in developing and approving the overall system budget. It is the goal of the Board of Regents, within available funds, to provide competitive compensation for faculty, consistent with the market for their discipline and rank at officially recognized peer institutions and consistent with performance.

Nonexempt staff: It is the goal of the Board of Regents, within available funds, to compensate nonexempt staff within the approved classification system consistent with market and performance.

Exempt staff: It is the goal of the Board of Regents, within available funds, to compensate exempt staff consistent with the market of peers at comparable organizations and consistent with market and performance.

I. Procedures:

1. All reportable salary increases are subject to approval by the Board of Regents. Employees receiving a salary increase must be informed that the increase is subject to review by the TBR administration and approval by the Board of Regents. Salary increases are not final until approved by the Board. An executive level, informational report will be provided to the Board of Regents regarding these salary adjustments for the purpose of complying with language contained in the appropriations bill.
2. Institutional heads have developed compensation plans approved by the full Board as required by the legislative amendment. These plans will be updated consistent with this policy.
 - A. The following non-reportable increases will not require Board of Regents approval but will be provided to the Legislative Budget Analysis Office. An

executive-level, informational report will be provided to the Board of Regents regarding these salary increases for the purpose of complying with language contained in the appropriations bill.

Reclassifications and ~~Academic~~ Degree Certification Adjustments – for EEO 4-7 less than \$3,500 and for EEO 1-3 less than \$4,500 and an annual salary of less than \$75,000

B. The following reportable increases will require Board of Regents approval and will be provided to the Legislative Budget Analysis Office. An executive-level, informational report will be provided to the Board of Regents regarding these salary increases. Plans for merit and equity increases are submitted to the Central Office in the Spring for staff review. Plans for merit and equity increases are then recommended to the Committee on Compensation and approved by the Board at the Summer Quarterly Board meeting. Increases pursuant to the plans are approved at the Fall Quarterly Board meeting. Faculty promotions are approved at the Quarterly Summer Board meeting. Reclassifications and ~~academic~~ degree certification increases are included as part of the Interim Action Report of the Chancellor during all Quarterly Board meetings. Special increases and critical increases are included as part of the Committee on Compensation Agenda.

- ~~All Merit and market equity adjustments~~ All Equity and Market Adjustments
- All faculty promotions
- All reclassifications and ~~academic~~ degree certification adjustments for EEO 4-7 more than \$3,500 - job audits from the HR office are required for these reclassifications
- All reclassifications and ~~academic~~ degree certification adjustments for EEO 1-3 more than \$4,500 and an annual salary of \$75,000 or above– job audits from the HR office are required for these reclassifications
- All special and critical adjustments
- ~~All market adjustments~~

C. The Board of Regents will report guidelines for administering statewide salary policy initiatives when appropriate to the Legislative Budget Analysis Office.

3. Nothing in these procedures shall constrain the Board of Regents in making administrative or other appointments and establishing contracts of employment or compensation for Senior Staff Appointments. Further, in implementing these guidelines, the Tennessee Board of Regents shall comply with all applicable laws and attend carefully to requirements and objectives of the Board of Regents.

4. An initial salary of \$75,000 for an exempt position shall be subject to the prior approval of the Office of the Chancellor and notice to the Board of Regents; and, in the case of a Senior Central Office staff, prior approval of the full Board. All annual and mid-year salary increases for exempt staff with a base salary of \$75,000 or higher shall be subject to the prior approval of the Office of the Chancellor, with notice to the full

Board, and, in the case of a Senior Central Office staff, prior approval of the full Board.

5. Academic deans, academic department and/or division heads, directors of the centers of emphasis and excellence (including those officers who with varying titles have line responsibility for administration of academic faculty or staff at the academic disciplinary unit level, including interim appointments)

6. Upon retirement, administrators, with the prior approval of the Chancellor and notice to TCRS, shall be eligible to work on a part-time basis. The retired administrator's compensation shall not exceed that allowed by state law to avoid forfeiture of retirement benefits.

III. Definitions:

Definitions for salary increase categories have been provided as follows:

Reportable increases are those increases reported to the Board and the Office of Legislative Budget Analysis:

- **Reclassifications**—RCLS—Increases given when an employee's duties and responsibilities evolve to the extent that another classification is more appropriate and includes an appropriate salary adjustment.
- **Academic Degree Certification Change Increase**—DGCH—Increases for educational achievement, such as completing the requirements for the Bachelors, Masters, and Doctorate programs, or certifications designated by the campus.
- **Merit Increases**—MERT—Increases based on the employee's job performance. Requires written documentation and an adequate plan to objectively measure the employee's performance.
- **Equity and Market Adjustments**—EQIN—Increases intended to mitigate an internal institution inequity or a documented, proven, external inequity.
- **Critical and Special Adjustments**—CSAJ—Increases may be granted in extraordinary circumstances to retain a uniquely qualified employee where the institution is in danger of losing the employee and failing to act at this time could result in harm to the institution. Evidence of another job offer is not required; however, the president or director must provide documentation of the special circumstances which justify the recommended salary increase or increases for employees who assume significant new job responsibilities and whose position title remains the same. Adjustments of this type are infrequent and usually relate to significant reorganizations within the campuses.
- **Additional Across the Board Increase**—AATB—Increases across the Board recommended as additional to state mandated ATB.
- **Faculty Promotions**—FPRM—Increases associated with faculty promotion recommendations.

- Market Adjustments Counteroffers—COFF—An offer made to retain an employee who has been offered another job.
- Athletic Increase—AATH—Principles for Compensation Increases:
 - TBR encourages all institutions to include athletic coaches and staff as part of the compensation plan for the institution.
 - TBR encourages all institutions to award compensation increases for athletic coaches and staff at the same time as other faculty and staff in the September timeframe for Board review.

However, TBR recognizes the competitive nature of athletics. Therefore, compensation increases for head coaches, other coaches, and their staff within the same discipline may be approved as exceptions (similar to the existing counteroffer process).

These compensation increases would be considered exceptions to the previously approved compensation guideline. The Chancellor would review and approve the increases before implementation. The actual increases would be reported to the Board after-the-fact.

This could be out of cycle as an exception and would be reported to the Board after the fact as an exception. However, a request for approval to pay a supplement for a winning season (if the contract provides for the supplement and the contract has been approved by the Chancellor or designee) does not require a second approval. The campus administrator designated to report the athletic increases to the Board shall be assigned by the President.

Contracts must be reviewed by the Office of General Counsel for legality and content. Any changes in salary must be processed according to the guidelines in P-043.

- Additional Bonus – One time increases recommended as additional to state mandated bonus. (Will be reported as a group total)
- Technical Adjustments – OOPS—Technical Adjustments and/or omissions. Any type of salary adjustment or omission to the previously approved salary for the employer.

Non-reportable increases are those increases that occur and do not require reporting to the Board or the Office of Legislative Budget Analysis:

- Non-faculty promotions - Increases resulting from applying for and being selected to fill a **vacant** position - Increases which are provided when an employee is assigned to a position in a different class which has a higher pay grade than the employee's previous position, and the assignment is not a result of

a reclassification of the employee's existing position. A promotional appointment must occur within the guidelines in TBR P-010.

- Percent of Employment - Increases attributable to an increase in the percent of time worked (such as moving from 75% to 100% time).
- Certified Professional Administrative Secretary - Increases of 9% given upon passing of all parts of the CPS examination according to state law.
- Additional temporary duties - Increases associated with the assumption of additional duties on a temporary basis, e.g. stipend. Temporary appointments must occur within the guidelines in TBR P-010.

COMPENSATION APPROVAL MATRIX

Row #	TYPE OF SALARY TRANSACTION	REQUIRES BOARD NOTICE (REQUIRES PRIOR APPROVAL ONLY IF NOTED)	REQUIRES LEGISLATIVE NOTICE-SUMMARY REPORT WILL ALSO BE PROVIDED TO THE BOARD OF REGENTS	REQUIRES CHANCELLOR'S APPROVAL	REQUIRES PRESIDENT'S/DESIGNEE APPROVAL
1.	Equity <u>and Market Adjustments</u> for non-exempt and exempt employees	X Prior Board approval	X	X	X
2.	Merit Adjustments	X Prior Board approval	X	X	X
3.	All Faculty Promotions	X	X	X	X
4.	Initial appointments at or above \$75,000 or higher for exempt position, including Senior Central Office staff	Prior Board approval –for senior central office staff only X	X	X	X
5.	Reclassifications and Academic Degree <u>Certification</u> increases for EEO 4-7 employees more than \$3,500	X	X	X	X
6.	Reclassifications and Academic Degree <u>Certification</u> increases for EEO 1-3 employees more than \$4,500 and an annual salary at \$75,000 or above	X	X	X	X
7.	Reclassifications and Academic Degree <u>Certification</u> increases for EEO 4-7 employees less than \$3,500	X	X		X
8.	Reclassifications and Academic Degree <u>Certification</u> increases for EEO 1-3 employees less than \$4,500 and an annual salary less than \$75,000	X	X		X
9.	Academic deans, academic department and/or division heads, directors of the centers of emphasis and excellence (including those officers who with varying titles have line responsibility for administration of academic faculty or staff at the academic disciplinary unit level, including interim appointments)		X	X	X
10.	New appointments less than \$75,000			Follow P-010 Guidelines	X
11.	Non-faculty promotions, when someone fills a vacant position.			Follow P-010 Guidelines	X
12.	Increases in compensation due to increase in time worked from part-time to full-time or conversions in compensation due to moving from AY to FY.			Follow P-010 Guidelines	X
13.	All legislated across the board increase		X – Will inform Legislative Office of budget guidelines	Follow Budget Guidelines	X
14.	CPS Adjustments				X

15.	Changes in source of funding or grant account resulting in no change in annual salary.				X
16.	Interim Appointments			Follow P-010 Guideline	X
17.	Critical <u>and Special Increase</u>	X – prior approval	X	X	X
18.	Additional Across the Board Increase	X – prior approval	X	X	X
19.	Counteroffers	X	X	X	X
20.	Athletic Increases	X		X	X
21.	Additional Bonus (will be reported as a group)	X – prior approval	X	X	X
22.	Technical Adjustments and/or Omissions	X		X	X

PRESIDENTS/DIRECTORS QUARTERLY MEETINGS

DATE: February 13, 2007

AGENDA ITEM: **Revision to TBR Guideline P-010 Personnel Transaction and Forms**

ACTION: Vote

PRESENTER: Bob Adams

BACKGROUND INFORMATION:

The proposed addition addresses academic credentials in order to comply with *TCA 49-7-133*.

The following sentence must be included on all contracts: "It is a Class A misdemeanor to misrepresent academic credentials."

The Human Resources Officers and Business Officers recommend this change for approval.

TENNESSEE BOARD OF REGENTS

Guideline P-010

SUBJECT: Personnel Transactions and Recommended Forms

The purpose of this guideline is to supplement provisions of the Tennessee Board of Regents General Personnel Policy (No. 5:01:00:00), as it relates to personnel transactions, procedures for campus appointments, budgetary and position considerations, required forms for implementation procedures, processing of forms by Central Office, employment agreements, contracts, letters of agreement, records and reports. The guideline and attachments are applicable to all institutions and technology centers governed by the Board. For purposes of this guideline, all technology center director responsibilities shall be coordinated through the Vice Chancellor for the Tennessee Technology Centers.

Consistent with the general personnel policy, any exceptions to this guideline are subject to approval by the Chancellor.

I. Personnel Transactions

Each president and technology center director is expected to follow Board policies, affirmative action plans, and fair employment practices when making appointments. Appointments requiring the Chancellor's approval will be reviewed in light of these expectations. All appointments, regardless of salary, including promotions and transfers, must be reviewed and certified by the institutional Affirmative Action Officer prior to action. Other appointments not requiring approval of the Chancellor will be reviewed periodically by the System Affirmative Action Officer to ensure compliance. Technology center directors are required to receive prior approval from the Vice Chancellor for Technology Centers for any change in personnel classification, compensation, job description or assignments.

A. Appointments Requiring Approval by the Chancellor

No offer of employment can be made for positions requiring the Chancellor's approval until the appointment form has actually been signed by the Chancellor or his/her designee and the monitor, where required.

All institutions must submit the following positions for approval:

1. All vice presidents (academic, business, student affairs, etc.) including all interim appointments.
2. Academic deans, academic department and/or division heads, directors of the centers of emphasis and excellence (including those officers who with varying

- titles have line responsibility for administration of academic faculty or staff at the academic disciplinary unit level, including interim appointments;
3. Appointments, promotions, and/or transfers to positions with salaries in excess of \$75,000 and of non-faculty (the promotion process for faculty is governed by TBR Policies 5:02:02:10, 5:02:02:20, and 5:02:02:30), and/or transfers to positions with salaries in excess of \$75,000; and
 4. And any other positions which may be designated by the Chancellor.

B. Appointments Not Requiring Approval by the Chancellor

All appointments not listed in I.A. may be approved at the institution by the Director, the President or any properly approved designee. The hiring procedures outlined in the following sections will be followed with the records being maintained at the institution. Records must be maintained as described in Section VI, A.2. of this guideline.

1. The director or president shall be responsible for assuring compliance with the guideline.

2. The institutional Affirmative Action Officer shall be responsible for monitoring the recruiting and employment process to assure compliance with the guideline and the institution's Affirmative Action program and objectives.

3. For Affirmative Action purposes, institutional records will be reviewed periodically by the System Affirmative Action Officer

4. All promotions and transfers not requiring approval of the Chancellor must be approved by the president/director and reviewed and certified by the institutional Affirmative Action Officer in compliance with TBR Policy 5:01:00:00, General Personnel Policy.

C. Minimum Requirements for All Campus and Central Office Appointments

The following actions or procedures are mandatory at all institutions, to

1. Establish an Affirmative Action Plan which sets goals for all categories of employment;

2. Develop appropriate recruitment and selection procedures to ensure fairness in employment;

3. Determine in a discussion with the Affirmative Action Officer whether the institution has met the affirmative action goal for the area or department (job group in which the vacant position occurs). Even if the institution has met the overall institutional goal in an employment category, i.e., executive/administrative/managerial; faculty; professional non-faculty; secretarial/clerical/technical and paraprofessionals; skilled crafts; service/maintenance, there may be a goal for the area or department (job group) in

which the vacant position is located which has not been met. For example, the overall institutional faculty goal of 4.5% black representation has been met, but the vacancy is in the job group of Arts and Sciences, Availability data in Arts and Sciences supports the affirmative action plan's goal of 7.0% black representation, which is higher than the overall institutional goal. In this case, the efforts to recruit for the Arts and Sciences position will be directed toward qualified black candidates since the availability data shows the applicant pool should contain some qualified black candidates. A second example relates to the availability of women in the particular job group vacancy. The total institutional faculty goal for women is 40%, but a higher number of women are available in the particular job group category. Therefore, in both examples cited above affirmative action recruitment must occur. In summary, the institution has an obligation to use the availability figures applicable to the particular vacancy to recruit qualified minorities.

4. Prior to taking any recruitment action, the person directing the hire and/or the search committee must submit to the Affirmative Action Officer a written recruitment plan. There may be a standard plan for any EEO category which has been approved in advance. EEO categories 4, 5, 6, and 7 may be more easily standardized. There may be a need for occasional modification to this standard plan, depending on the nature of the position and the availability data. The plan includes, but is not limited to:

- a. the proposed job description, which has been reviewed by the institutional Affirmative Action Officer;
- b. method of directing the hire, i.e., individual supervisor or search committee.
- c. composition of the search committee and responsibilities of the members, i.e., direct contacts, references, interviews, etc.;
- d. an advertising plan, which provides the following:
 - i. advertisement of the position on bulletin boards, and/or in appropriate publications, and/or newspapers and/or professional discipline-specific journals and/or the Tennessee Employment Security Office; and/or the internet
 - ii. requests for nominations, from professional organizations, discipline-related groups, and organizations devoted to leadership training for the position;
 - iii. diverse membership on all search, selection, or advisory committees, when practicable; and,
 - iv. direct contacts to assure that underrepresented groups are aware of the vacancy and are encouraged to apply.

5. Approval of the recruitment plan must be granted by the Affirmative Action Officer prior to the commencement of the recruitment process.

6. The applicant pool must generally reflect the availability data for the defined vacancy in that discipline or field as determined by the appropriate job group in the institutional affirmative action plan. Direct contacts will be required to assure the diversity of protected groups in the applicant pool.

7. The Affirmative Action Officer must review all applicant pools and approve their composition prior to the scheduling of interviews. Upper level hires as defined in Section I.A.2, require the submission of Form A-1, Certification of the Search Pool, to the Vice Chancellor for Academic Affairs or the Assistant Vice Chancellor for Human Resource Development as outlined in Section III of this Guideline.

8. After a candidate has been identified as a possible hire for positions defined in Section I.A., Form A-2, Approval of Appointment, must be submitted to the Vice Chancellor for Academic Affairs or the Assistant Vice Chancellor for Human Resource Development as outlined in Section III of this Guideline.

9. In the case of appointments of adjunct faculty, equal employment opportunity efforts must include advertisement to establish and build diverse pools from which adjunct employees are chosen.

IMPORTANT: IF AN INSTITUTION HAS MET ITS AFFIRMATIVE ACTION GOALS, EQUAL EMPLOYMENT OPPORTUNITY IS REQUIRED. RACE OR SEX CANNOT BE USED AS A PLUS FACTOR IN HIRING. HOWEVER, AFFIRMATIVE ACTION EFFORTS ARE APPROPRIATE IN THE RECRUITMENT PROCESS TO ASSURE A REPRESENTATIVE POOL. DISCRIMINATION ON THE BASIS OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE, HANDICAPPED STATUS, VETERAN STATUS, OR OTHER ILLEGAL BASIS IS A VIOLATION OF LAW.

10. The Tennessee Board of Regents believes that it is important to check references to limit employer liability, verify information and reduce cost of rehiring and retraining. Checks will produce authenticity of information as it relates to such areas as work history, credential problems and criminal backgrounds.

Each campus shall conduct appropriate and timely checks in conjunction with each employment offer. As an option, a campus may choose to participate in a systemwide contract with a third party vendor who conducts background screening and checks. Campuses shall develop procedures which will include the specific types of checks and specific positions included. The procedures will be forwarded to the central office for review and approval prior to implementation of the program.

When using the third party vendor, the campus shall notify the applicant that a background check will be conducted prior to conducting the background check.

II. Budgetary Considerations

A. Pursuant to Section B.1. of the General Personnel Policy (5:01:00:00), where a transfer of funds is necessary for appointments with compensation in excess of funds available, the transfer is subject to confirmation by the Chancellor. No approval is necessary unless the transfer of funds is from one functional area to another; adjustments of line item salary amounts within a functional area may be made by the president or technology center director if sufficient funds are available, subject to applicable guidelines and limitations. Where a transfer of funds between functional areas is necessary, the president or technology center director should submit a letter of recommendation to the Chancellor identifying the amount and source of transfer.

B. Pursuant to Section B.3. of the General Personnel Policy (5:01:00:00), any new administrative positions and major changes in administrative organization must be approved by the Chancellor. If the proposed position or organizational change is submitted as part of the proposed operating budget or October 31 revision, it should be identified, justified, and documented, but separate approval is not required. If the proposed position or organizational change does not coincide with the budget cycle, it should be recommended by the president or technology center director in the form of a letter to the Chancellor which includes a full description, justification, fiscal implications, and other pertinent information. The technology centers follow the same basic procedure as outlined above; however, the director shall submit the recommended change and justification on TBR TTC Form D-1 to the Vice Chancellor for Technology Centers.

III. Required Forms for Implementation of Procedures for Appointments

Information to support transactions that require the approval of the Chancellor or his/her designee is requested in Forms A-1 and A-2 attached. Approval for appointment recommendation is shown on Form A-2 and the certification of the search pool for upper level administrative vacancies is shown on Form A-1. Where a search committee is formed to search for a University or college administrator at the level of dean or higher, the search committee MUST be racially diverse. Where a search committee is formed, candidates for hire must first be screened by the search committee before an offer can be extended. The Chair of the search committee must certify that each candidate considered by the committee meets or exceeds the criteria published in the job description. (See Form A-1) Assurance by the Affirmative Action Officer that an approved process has been followed and the qualified other-race applicants have been contacted and fully considered is mandatory. Supporting documentation for Forms A-1 and A-2 vice presidents and upper level academic positions must be submitted to the Assistant Vice Chancellor for Human Resource Development.

IV. Central Office Procedure for Processing of Form A-2 and Portfolios

A. The office of the Assistant Vice Chancellor for Human Resource Development will date stamp and log all recommendation portfolios received. Each office will verify that the portfolio contains the following: (a) all information required on the A-2 form; (b) vitae for: the candidate recommended, all candidates interviewed, and all final candidates from which interviewees were chosen who are from an underutilized group.

for all institutions; and, (c) all advertisements for the position. If a portfolio is determined to be incomplete, the respective office will communicate with the campus Affirmative Action Officer in the interest of completing it.

For all appointments, if warranted because of significant omission in the portfolio, the Vice Chancellor for Academic Affairs or the Assistant Vice Chancellor for Human Resource Development will secure information from the campus to certify completeness of the portfolio. No action to approve the recommendation will be taken by TBR staff until the portfolio is complete.

B. The Vice Chancellor for Academic Affairs or the Assistant Vice Chancellor for Human Resource Development, after reviewing portfolios, will approve, disapprove, or defer decision pending some specified course of action.

C. Once final action has been taken on the recommendation portfolio, the complete document and record of action will be transmitted for filing to the Assistant Vice Chancellor for Human Resource Development.

V. Transaction Forms, Employment Agreements, Contracts and Letters of Agreement

A. Transaction Forms

1. Section V.B. of this guideline provides recommended transaction forms to be used for all personnel transactions, unless alternate forms have been approved by the Chancellor.

2. Institutions and technology centers may develop internal personnel transaction forms for administrative purposes. These forms may relate to management information system and contain fiscal and personnel data deemed necessary by the institution or technology center.

B. Employment Agreements, Contracts and Letters of Agreement

Pursuant to Section B.2. of the General Personnel Policy (5:01:00:00), the Chancellor must approve employment agreements, contracts, and letters of agreement used in the appointment and employment of campus personnel. Approved provisions for personal, professional, consultant, and dual service agreements are addressed in System Guideline G-030. Each institution and technology center may modify the forms or develop alternative and additional forms; however, any forms with provisions substantially different from the recommended forms should be submitted for review and approval by the Office of the Chancellor. The EEO tagline must be included on all forms. The language concerning the Drug Free Workplace Act must be included on all initial employment contracts. The following sentence must be included on all contracts: "It is a Class A misdemeanor to misrepresent academic credentials." Attached are the following

personnel transaction forms which are recommended for the use of institutions and technology centers:

Forms F-1 through F-8 are for use in connection with the employment of faculty; Form G-1 for use in connection with the employment of graduate assistants/graduate instructors; Forms S-1 through S-4 are for use in connection with the employment of all personnel other than faculty; and Form D-1 is for use in requesting approval of a change in personnel status of a TTC employee. Form E-1 is for use in connection with the employment of all personnel.

Following are explanatory notes concerning the use of the recommended forms:

Forms F-1, Notice of Tenure-Track Appointment and Agreement of Employment for Faculty, is recommended for the initial employment of any faculty member in a tenure-track appointment. Designate the salary rate by crossing through the word "monthly" or "annual" as appropriate, and designate whether an academic or fiscal year appointment. Also, designate the appropriate beginning and ending months for the pay period as found in paragraph 2. Paragraph 8 should include any special conditions concerning the appointment, such as the policy requirement for separate contracts or agreements with regard to patents or copyrights, or such as any credit for prior service which is agreed to by the institution or technology center [not to exceed three (3) years]. The same form may be used for the re-employment of probationary faculty who are re-appointed in tenure-track appointments following a break in service. In this situation, execution of the forms should be timed in conformance with the institution's or technology center's policy on notice of non-renewal, and specification of the number of years creditable service should be included in paragraph 8.

Form F-2, Notice of Renewal of Tenure-Track Appointment for Faculty, should be sent to all faculty on tenure-track appointments whose appointments will be renewed and where no new special conditions concerning the appointment are necessary. Even though renewal occurs automatically in the event a tenure-track appointee does not receive notice of renewal by the proper date, it's required that renewal occur by affirmative action rather than default, and that this notice be sent no later than the institution's or technology center's last date for notice of non-renewal. A signature line for the faculty member has been added which must be signed and returned to be valid and binding. You may wish to incorporate the content of Form E-1 when issuing this form rather than sending the Notice of Recommended Salary at a later time; if so, you must make any necessary changes. Designate whether an academic or fiscal year appointment.

Form F-3, Notice of Renewal of Tenure-Track Appointment and Amendment of Agreement of Employment for Faculty, should be used to renew a tenure-track appointment where an express amendment to the terms of the initial appointment, Form F-1, is deemed necessary. You may wish to incorporate the content of Form E-1 when issuing this form rather than sending the Notice of Recommended Salary at a later time; if so, you must make any necessary changes. Designate whether an academic or fiscal year appointment.

Form F-4, Notice of Award of Tenure, is used to notify an employee that tenure has been awarded. A notice of tenure must be given, and Form F-4 is a model of one you may use. As indicated, you should note in which department, division, or academic organizational unit the person is awarded tenure. You may wish to develop a letter to be used in lieu of this notice without TBR approval.

Form F-5, Notice of Non-Renewal of Appointment, is a notice of non-renewal. This notice must be sent prior to the required date for notice of non-renewal, and should be hand delivered or sent certified mail, return receipt requested; consult the institution or technology center policy or practice for the method for which notice will be effected. Also, refer to TBR Policies 5:02:03:10, 5:02:03:60, and 5:02:03:70 concerning when notices should be given.

Form F-6, Notice of Temporary Employment and Employment Agreement for Faculty, should be used for the employment of all full-time non-tenure track faculty on temporary appointments (Form F-8 should be used for employment of adjunct faculty and faculty for the summer term). Regular part-time faculty percentage (60% appointment) may be listed as a condition in paragraph 9. Designate the salary rate by crossing through the word "monthly" or "annual" as appropriate. Renewal or non-renewal of these appointments will not be subject to the same conditions as for tenure-track appointments, and the form expressly provides that any renewal is subject to a subsequent written agreement. The same form would be used each year for employment of temporary full-time faculty for more than one year, not to exceed three years. Note that this form contains a 30-day notice provision in paragraph 8.

Form F-7, Notice of Term Appointment and Agreement of Employment for Faculty, is a term appointment for full-time non-tenured faculty and applies only to the community colleges, technical institutes and technology centers. This form was devised to help meet the special problems of career/vocational programs where markets are volatile and changing - examples: computer programming, legal assistant program, some allied health programs. In order to decide whether to use a temporary agreement, F-6, or a term agreement, F-7, look at the projected need for the program. The term agreement is to be used when the projected need is beyond three years, but not for a sufficient time to create a tenure-track position. Designate the salary rate by crossing through the word "monthly" or "annual" as appropriate. Note that this contract does not contain a notice provision.

Form F-8, Notice of Employment of Adjunct Faculty, will be used for the hiring of adjunct faculty and summer term faculty. Adjunct faculty are temporary appointments based on demand each semester, may be full or part-time and are not eligible for employment benefits. The method of salary payment should be specified. No notice provision has been included. For regular faculty, the institution should cross out paragraph 4 and have the parties to the agreement initial. For tenured faculty teaching during the summer, the institution should cross out paragraphs 4 and 6 and have the parties initial.

Form G-1, Notice of Agreement of Employment for Graduate Assistant/Instructor, will be used for the hiring of graduate assistants/graduate instructors on a temporary basis. The method of payment, length of the appointment, and whether full- or part-time should be specified.

Form S-1, Notice of Appointment and Agreement of Employment, should be used for all regular staff except faculty. Notices of renewal and non-renewal are not necessary for these appointments, and the appointments are subject to termination at any time by the institution or technology center (see paragraph 4). Designate the salary rate by crossing through the word "month" or "year" as appropriate. Please note the option to add additional language to paragraph 2. Such statements need not be included if the employee is put on notice of this practice through employee orientation or other employee information documents given at the time of initial hiring.

Form S-2, Notice of Modified Fiscal Year Appointment and Agreement of Employment, should be used to appoint regular administrative, clerical and support staff to modified fiscal year appointments. Fill in the blank in paragraph 3 as appropriate. Designate the salary rate by crossing through the word "month" or "year" as appropriate.

Form S-3, Notice of Temporary Employment and Agreement for Non-Faculty Administrative/Professional and Clerical/Support, will be used for the hiring of non-faculty on a temporary basis for employees who will work longer than 60 days and who do not work on an "as needed" basis. The method of salary payment should be specified.

Form S-4, Notice of Termination, is the form notice of termination for non-faculty personnel and provides no reason for termination whatsoever. Institutions and technology centers may wish to provide notice of the opportunity for an oral statement of the reason similar to that specified in Form F-5 for faculty. It is assumed that employees should be aware of the reasons for termination under an effective personnel system. Form E-1, Notice of Recommended Salary, should be used to notify all personnel of the recommended salary for the ensuing academic or fiscal year. Notice of the recommended salary is not included in the notices of renewal for faculty since the recommended salary may not be known at the time of such notices. However, you may wish to add the language of this form to Forms F-2 and F-

3. Designate the salary rate by crossing through the word "monthly" or "annual" as appropriate and whether for an academic or fiscal year. This form should be used and should not be replaced with a Personnel Action Request Form (PARF) or a budget memorandum.

Form V-1, Statement of Understanding/Agreement between Institution and Volunteer, will be used for volunteer workers. In order for a volunteer worker in an institution supported program to be eligible for reimbursement of the costs of defense in the event of a claim arising out of their actions, the institution is required by TCA 8-42-101(3)(B) to register the name of the volunteer with the Tennessee Board of Claims. (See attachment to Form V-1.) If the institution fails to register the volunteer and the state pays attorney

fees or a judgment based on the volunteer's actions, cost and awards will be funded through the institution's budget. In addition, if the volunteer is a medical professional providing direct health care as a volunteer, he/she is only considered a "state employee" under the defense reimbursement provisions for purposes of medical malpractice.

Form D-1 is addressed above.

Institutions and technology centers are advised to exercise extreme caution in connection with employment letters to personnel and any cover letters which are used to transmit personnel transaction forms, to ensure against inconsistent statements or commitments. Moreover, all personnel transactions at the institutions and technology centers shall comply with the principles and provisions of the Board policy on equal employment opportunity and affirmative action (5:01:02:00).

VI. Transaction Records and Reports

A. Transaction Records

1. Institutions and technology centers shall develop and maintain adequate records to document all personnel transactions, including transactions which do not require the approval of the Chancellor.
2. As provided in Section H.1. of the General Personnel Policy (5:01:00:00), all transaction records for an employee must be maintained as provided in Guideline G-070, Disposal of Records.

B. Transaction Reports

1. All campus personnel transactions shall be incorporated as part of the institutions' and technology centers' proposed operating budgets and October 31 budget revisions. The Board staff shall determine the appropriate form and medium for the information.
2. Current personnel information may be reported periodically to the staff by institutions and technology centers for administrative purposes relative to the maintenance and operation of management information systems.
3. Current personnel reports may be requested from the institutions and technology centers at any time in response to requests for information for the Board staff, Board, Legislature, etc.

Affirmative action compliance audit reports may be requested on an annual basis.

Source: July 2, 1976 and August 19, 1976 TBR staff memoranda; Revised September 16, 1980 TBR staff memorandum; July 1, 1984; August 16, 1984 TTC Sub Council meeting; July 1, 1985; February 16, 1988 Presidents Meeting; May 15, 1990 Presidents Meeting, TBR Meeting September 21, 1990; November 13, 1990 Presidents

Meeting; November 11, 1991 Presidents Meeting; November 12, 1996 Presidents Meeting; August 5, 1997 Presidents Meeting; February 16, 2000 Presidents Meeting; Presidents Meeting May 21, 2001; February 13, 2002 Presidents' Meeting; November 5, 2003 Presidents' Meeting ; Presidents' Meeting November 8, 2006

CERTIFICATION OF SEARCH POOL

FOR UPPER LEVEL ADMINISTRATIVE VACANCIES

TBR staff procedures for processing campus personnel appointments require a "Certification of Search Pool for Upper Level Administrative Vacancies" before an institution is authorized to extend to any candidate an invitation for interview (for definition of "upper level administrators," see below). Certification requires submission of the following information:

1. Institution _____

2. Position _____ Dept./Organiz. Unit _____

3. Total qualified applicants for position:

White _____ Black _____ Other _____ Unknown _____ Total _____

Male _____ Female _____

4. Final candidates (screened candidates from whom interviewees were chosen).

White _____ Black _____ Other _____ Unknown _____ Total _____

Male _____ Female _____

Attach resumes of all final candidates and other who are black, female or other minority.

5. Was there a diverse search committee? Yes _____ No _____

If no, explain. If yes, note the race and sex of each member.

6. Was position appropriately advertised? Yes _____ No _____

If no explain. If yes, list the publications used.

7. Did the advisory search committee screen this candidate? Yes ___No ___

If no, explain

8. Does the candidate meet or exceed the criteria published in the job description?
Yes _____ No _____

If no, explain

9. Candidates proposed to be interviewed:

	<u>NAME</u>	<u>RACE</u>	<u>SEX</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

10. Comment on pool:

Certified for compliance with affirmative action plan and with all requirements of TBR Guideline P-010.

Affirmative Action Officer (signature)

Date

*Upper level administrators are here defined to include, president, vice presidents, assistant and associate vice presidents, all deans, all assistant or associate deans, and all academic department heads or Chairs (including those who, with varying titles, have line responsibility for administration of academic faculty and staff.

Approved: _____

Tennessee Board of Regents

Date

TBR Form A-2

APPROVAL FOR APPOINTMENT RECOMMENDATION

Approval is recommended by: _____
President (signature) Date

1. Institution _____

2. Position _____ Dept./Organiz. Unit _____

A. Origin of Appointee Recommended (check one)

(1) Promotion* from within without search _____

(2) Internal candidate in search _____

(3) External candidate in search _____

(4) Other-race candidate identified without search in compliance with TBR procedures _____

(5) Other (explain) _____

B. Type of Appointment (check one type and provide requested information)

(1) Faculty (a) Tenured _____ (b) Tenure Track _____

Year(s) probationary credit? _____

(c) Temporary _____ (d) Term _____

(2) Administrative _____

Recommended for tenure? _____

If tenure-track, year(s) probationary credit? _____

(3) Professional _____

3. Appointment Date _____

A. Salary \$ _____ Academic _____

Fiscal _____

B. Moving Expenses \$ _____

(Provide detailed justification if more than \$3,000 from in state or \$5,000 from out of state.)

4. Name of Recommended Appointee

(Please attach vita.)

If the origin of an appointee is promotion from within without a search, it must be consistent with the institution's affirmative action plan and the vacated position (if one exists) is subject to affirmative action. If origin of the appointee recommended is a promotion without a search, you may omit #6 (Summary of Applicants/Search Procedures).

5. Affirmative Action Information

A. Current racial composition of department/ % Black _____

organizational unit (see #2) for type of % White _____
appointment (i.e., faculty, administrative, % Other _____
or professional) recommended:

B. Current gender composition of department: % Male _____ % Female

C. Impact on Affirmative Action Goals
Includes unrestricted, restricted and auxiliary employees.

	Prof	Fac	Admin
(1) Affirmative Action Goal (%)	_____	_____	_____
(2) Current employment goal (%) met	_____	_____	_____
Current percentage of goal achieved			
[Divide C(2) by C(1)]	_____	_____	_____
(3) Current employment goal (%) met if			
this recommendation is approved	_____	_____	_____
Current percentage of goal achieved			
if this recommendation is approved			
[Divide C(3) by C(1)]	_____	_____	_____

(4) Institutional Affirmative Action goal for position (indicate job group goal if applicable as well as institutional goal). _____

6. Summary of Applicants/Search Procedures

A. TOTAL APPLICANTS FOR POSITION

White _____ Black _____ Other _____ Unknown _____ Total _____
Male _____ Female _____ Unknown _____

B. FINAL CANDIDATES (Candidates from which interviewees chosen)

White _____ Black _____ Other _____ Unknown _____ Total _____
Male _____ Female _____ Unknown _____

(If an other-race or female candidate is not recommended for appointment, please provide vitae of any other-race or female final candidates not interviewed.)

C. CANDIDATES INTERVIEWED FOR POSITION (Please provide attachment if necessary, and if an other-race or female candidate is not recommended for appointment, please include vitae of all candidates interviewed)

NAME	RACE	SEX	COMMENTS
(1) _____	_____	_____	
(2) _____	_____	_____	
(3) _____	_____	_____	
(4) _____	_____	_____	

Provide an attachment if necessary in order to clarify in detail the superiority of the recommended interviewees to another race@ and female candidates in the pool.

D. ADVERTISEMENT

List all publications and publication dates of all advertisements. (Attach a copy of all advertisements.)

- (1) _____
- (2) _____

(3)_____

(4)_____

(5)_____

In addition to the federally required affirmative action guidelines and hiring policies, the following obligations apply for faculty and administrative positions:

a. Every effort must be made to secure diversity in the composition of the faculty and administrative search committees unless it is impractical to do so.

b. Any candidate for hire must first be screened by the search committee before an offer of employment can be extended.

c. In addition to publishing notices of job openings in journals of general circulation such as THE CHRONICLE OF HIGHER EDUCATION or DIVERSE ISSUES IN HIGHER EDUCATION, the institutions, where appropriate, shall also publish notices of job openings in discipline-specific journals.

d. At the time the search committee submits the list of candidates to fill a position to the hiring authority, each candidate shall meet or exceed the criteria published in the job description, and the chair of the search committee shall so certify. -

Affirmative Action Officer Date

Approved by TBR: _____ Date: _____
Signature

Distribution: Vice Chancellor for Academic Affairs or General Counsel President

A copy of this form should be maintained in appropriate institutional divisional offices.

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF
TENNESSEE

(Institution/Technology Center)
NOTICE OF TENURE-TRACK APPOINTMENT
AND AGREEMENT OF EMPLOYMENT
FOR FACULTY

TO: _____

This is to confirm your appointment to a position approved by the Tennessee Board of Regents as _____ in the _____ (department/division or area of assignment) for the _____ (date) academic/fiscal year at an annual/monthly salary of \$_____ effective _____, 20____, subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This appointment is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Board of Regents, and the requirements and policies of this institution/technology center. Any renewal of this appointment through a Notice of Renewal of Tenure-Track Appointment for Faculty or a Notice of Renewal of Tenure-Track Appointment and Amendment of Agreement of Employment for Faculty will be subject to all laws, requirements and policies in effect at the time of renewal. To be valid and binding, such renewal must be fully executed by all parties.

2. The above-stated salary is contingent upon your completion of service for the full term of this appointment. The salary for an academic year appointment will accrue at the rate of one-third for each academic quarter/one-half for each academic semester, and will be payable at the rate of one-twelfth of the amount for each month from August/September through July/August. The salary for a fiscal year appointment will accrue and be payable at the rate of one-twelfth for each completed month of service. In the case of appointments for less than an academic or fiscal year, or in the event of failure to complete the specified term of the appointment, the salary will be prorated in accordance with the policies of the institution/technology center.

3. This appointment and the above stated salary are in consideration of your faithful performance to the best of your ability of the duties and responsibilities assigned to you as a full-time faculty member of this institution/technology center, and such additional duties as may be assigned to you from time to time, subject to the policies of the department or other area of assignment, and subject to the supervision and direction of appropriate representatives of this institution/technology center.

4. A specific condition of this contract is your agreement to participate in an annual evaluation of your assigned duties and responsibilities.

5. Academic year appointments include no obligation for or guarantee of summer session employment.

6. This appointment is a tenure-track appointment, which is for faculty employed in a probationary period of employment. A tenure-track appointment does not include any right to permanent or continuous employment or any interest in or expectancy of renewal of the appointment. This appointment is on an annual basis only, subject to renewal by this institution/technology center, and annual approval by the Tennessee Board of Regents, for a maximum probationary period of seven years. The minimum requirements and conditions for the award of tenure by the Tennessee Board of Regents upon completion of the probationary period are set forth in TBR Policy 5:02:03:10 on academic freedom, responsibility and tenure, which policy is incorporated by reference as if fully set forth herein. Requirements and conditions for the recommendation of tenure by this institution/technology center are set forth in the policies of the institution/technology center and are incorporated by reference as if fully set forth herein. Tenure may only be awarded by positive action by the Tennessee Board of Regents.

7. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policy. I also agree to notify the Office of Personnel of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

8. The following special conditions shall govern this appointment:

9. I agree to abide by the policies of the Tennessee Board of Regents and of this Institution/Technology Center regarding Intellectual Property, and hereby acknowledge my responsibilities under those policies to disclose and possibly assign (as required under policy) Intellectual Property developed by me, either solely or jointly with others, during the term of my employment, and to otherwise assist the Institution/Technology Center as required by policy in protecting rights it may have in that Intellectual Property.

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this notice and returning the original and _____ copies to the office of the president/technology center director within fifteen days after the date of this notice.

Date

President/Director

I accept the appointment described above under the terms and conditions set forth.

Date Appointee

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

(Institution/Technology Center)

NOTICE OF RENEWAL OF TENURE-TRACK
APPOINTMENT FOR FACULTY

TO: _____

This is to notify you of the renewal of your tenure-track appointment at this institution/technology center for the _____ academic/fiscal year, subject to the terms and conditions of your previous appointment and the Notice of Tenure-Track Appointment and Agreement of Employment for Faculty, and subject to the current policies and requirements of this institution/technology center and the Tennessee Board of Regents.

You will be notified of the recommended salary for your position in a separate document, Notice of Recommended Salary. This renewal constitutes an amendment to the term of your Notice of Tenure-Track Appointment and Agreement of Employment for Faculty, and you must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this notice and returning them to the office of the president/technology center director within 30 days after the date of this notice. Your failure to accept this renewal within the above-stated time will constitute a rejection of this offer and non-renewal of your appointment. Every other term and provision of the initial employment agreement shall remain valid and binding.

Date President/Director

I accept the appointment described above under the terms and conditions set forth.

Date Appointee

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

(Institution/Technology Center)

NOTICE OF RENEWAL OF TENURE-TRACK
APPOINTMENT AND AMENDMENT OF AGREEMENT
OF EMPLOYMENT FOR FACULTY

TO: _____

This is to notify you of the renewal of your tenure-track appointment at this institution/technology center for the _____ academic/ fiscal year, subject to the current policies and requirements of this institution/technology center and the Tennessee Board of Regents, and subject to the terms and conditions of your previous appointment and the Notice of Tenure-Track Appointment and Agreement for Employment for Faculty, as amended by the following conditions:

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this notice and returning them to the office of the president/technology center director within thirty days after the date of this notice. If you accept this renewal of your appointment, you will be notified of the recommended salary for your position in a separate document, Notice of Recommended Salary. Your failure to accept this renewal within the above stated time will constitute a rejection of this offer and non-renewal of your appointment. Every other term and provision of the initial employment agreement not inconsistent with the terms and provisions contained herein shall remain valid and binding.

Date _____ President/Director _____
I accept the appointment described above under the terms and conditions set forth.

Date

Appointee

An Equal Opportunity/Affirmative Action Employer

NOTICE OF AWARD OF TENURE

Dear :

We are pleased to notify you that the Tennessee Board of Regents, at its regular meeting on _____, 20____, approved the recommendation of this institution/technology center and awarded you the status of academic tenure in _____ at _____. In addition, the Board approved your promotion to the rank of _____. Your monthly salary for the year will be \$_____.

Your appointment for the _____ academic year will be a tenure appointment, which appointment shall continue thereafter under the terms and conditions of the policy on academic tenure of the Board, subject to your continued performance of the duties and responsibilities of a full-time faculty member at this institution/technology center.

We congratulate you on this award, and hope that your service at this institution/technology center will continue at the level of professional excellence which you have previously demonstrated.

Sincerely

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

(Institution/Technology Center)

NOTICE OF NON-RENEWAL
OF APPOINTMENT

TO: _____

This is to notify you that your tenure-track appointment at this institution/technology center will not be renewed following your completion of service for the period ending _____, 20____. If you desire, you may contact _____ for a statement of the reason or reasons for this non-renewal.

Date President/Director

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

(Institution/Technology Center)

NOTICE OF TEMPORARY EMPLOYMENT
AND AGREEMENT OF EMPLOYMENT
FOR FACULTY

TO: _____

This is to confirm your temporary appointment to a position approved by the Tennessee Board of Regents as _____ in the _____ (department/division or area of assignment) for a period beginning _____, 20____, and ending no later than _____, 20____, at an annual/monthly salary of \$_____, subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This appointment is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Board of Regents, and the requirements and policies of this institution/technology center.
2. The above stated salary is contingent upon your completion of service for the full term specified above. The salary for an academic year appointment will accrue at the rate of one-third for each academic quarter/one-half for each academic semester, and will be payable at the rate of one-twelfth the amount for each month from August/September through July/August. The salary for other specified term appointments will accrue and be payable at the rate of one-twelfth for each completed month of service. In the case of appointments for less than an academic or fiscal year, or in the event of failure to complete the specified term of the appointment, salaries will be prorated in accordance with the policies of the institution/technology center.

3. This appointment and the above stated salary are in consideration of your faithful performance to the best of your ability of the duties and responsibilities assigned to you as a full-time faculty member of this institution/technology center, and such additional duties as may be assigned to you from time to time, subject to the policies of the department or other area of assignment, and subject to the supervision and direction of appropriate representatives of this institution/technology center.
4. Academic year appointments include no obligation for or guarantee of summer session employment.
5. Positions which are funded in whole or in part by funds other than tax-appropriated funds are subject to termination by this institution/technology center at any time in the event of reduction or termination by the source of the non-tax-appropriated funds which support this position.
6. This appointment is a temporary appointment, pursuant to which you are not eligible for academic tenure. This appointment does not include any right to, expectancy of or interest in permanent or continuous employment, extension of the period of employment, or renewal of the appointment. Any extension of the period of appointment or renewal of the appointment for a subsequent period must be made pursuant to a written agreement signed by the parties to this agreement.
7. You are required to notify the Director of Personnel/Vice President for Academic Affairs should you become employed at another state agency/institution.
8. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policy. I also agree to notify the Office of Personnel of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.
9. This agreement may be terminated upon thirty (30) days notice.
10. The following special conditions shall govern this appointment:
 11. I agree to abide by the policies of the Tennessee Board of Regents and of this Institution/Technology Center regarding Intellectual Property, and hereby acknowledge my responsibilities under those policies to disclose and possibly assign (as required under policy) Intellectual Property developed by me, either solely or jointly with others, during the term of my employment, and to otherwise assist the Institution/Technology Center as required by policy in protecting rights it may have in that Intellectual Property.

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this notice and returning the original and _____ copies to the office of the president/technology center director within fifteen days after the date of this notice.

Date

President/Director

I accept the appointment described above under the terms and conditions set forth.

Date

*Appointee

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

Community College, Technical Institute or Technology Center
NOTICE OF TERM APPOINTMENT
AND AGREEMENT OF EMPLOYMENT
FOR FACULTY

TO: _____

This is to confirm your term appointment to a position approved by the Tennessee Board of Regents as _____ in the _____ (department/division or area of assignment) for a period beginning _____, 20_____, and ending no later than _____, 20_____, at a monthly/annual salary of \$_____, subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This appointment is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Board of Regents, and the requirements and policies of this community college, technical institute, or technology center.
2. The above stated salary is contingent upon your completion of service for the full term specified above. The salary for an academic year appointment will accrue at the rate of one-third for each academic quarter/one-half for each academic semester, and will be payable at the rate of one-twelfth of the amount for each month from August through July. The salary for other specified term appointments will accrue and be payable at the rate of one-twelfth for each completed month of service. In the case of an appointment for less than an academic or fiscal year, or in the event of failure to complete the specified term of the appointment, the salary will be prorated in accordance with the policies of the community college, technical institute, or technology center.
3. This appointment and the above stated salary are in consideration of your faithful performance to the best of your ability of the duties and responsibilities assigned to you as a full-time faculty member of this community college, technical institute, or technology center, and such additional duties as may be assigned you from time to time,

subject to the supervision and direction of appropriate representatives of this community college, technical institute, or technology center.

4. Academic year appointments include no obligation for or guarantee of summer session employment.

5. Positions which are funded in whole or in part by funds other than tax-appropriated funds are subject to termination by this community college, technical institution, or technology center at any time in the event of reduction or termination by the source of the non-tax-appropriated funds which support this position.

6. This appointment is a term appointment, pursuant to which you are not eligible for academic tenure. This appointment does not include any right to, expectancy of or interest in permanent or continuous employment, extension of the period of appointment or renewal of the appointment. Any extension of the period of appointment or renewal of the appointment for a subsequent period must be pursuant to a subsequent written agreement signed by the parties to this agreement.

7. This agreement may be terminated upon 30 days notice

8. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policy. I also agree to notify the Office of Personnel of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

9. The following special conditions shall govern this appointment:

10. I agree to abide by the policies of the Tennessee Board of Regents and of this Institution/Technology Center regarding Intellectual Property, and hereby acknowledge my responsibilities under those policies to disclose and possibly assign (as required under policy) Intellectual Property developed by me, either solely or jointly with others, during the term of my employment, and to otherwise assist the Institution/Technology Center as required by policy in protecting rights it may have in that Intellectual Property.

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this notice and returning the original and _____ copies to the office of the president/technology center director within fifteen days after the date of this notice.

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

Institution/Technology Center

NOTICE OF EMPLOYMENT OF
ADJUNCT FACULTY

TO: _____

This is to confirm your appointment as an adjunct faculty member in the _____ (department/division or area of assignment) for the _____ (semester/quarter) 20____ to teach the following course(s): (list course by course number, name, and section number)

_____ at a salary of \$_____ per credit hour, effective _____, 20____, subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This agreement is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Board of Regents, and the requirements and policies of this institution/technology center.

2. The above-stated salary is contingent upon your successful completion of service for the full term of this agreement. The salary will accrue and be payable as follows:

_____. In the event of failure to complete the specific terms of the appointment, salary will be prorated in accordance with the policies of the institution/technology center.

3. This appointment and the above-stated salary are in consideration of your faithful performance to the best of your ability of the duties and responsibilities assigned to you as an adjunct faculty member of this institution/technology center.

4. As an adjunct faculty member you are not eligible for employment benefits (retirement credit, state insurance plan, annual or sick leave, holiday pay, or longevity credit.) Notwithstanding, social security will be deducted from your paycheck unless you are a member of a retirement system or are a rehired annuitant as specified in 26 CFR Part 31.

5. Finalization of the pending assignment will be subject to the course(s) sufficient enrollment and/or other administrative considerations. Should the class(es) not have a sufficient number of students register, this contract automatically becomes void. The institution/technology center also reserves the right to terminate this agreement and transfer the class(es) to a full-time faculty member.

6. This appointment does not include any assurance, obligation, or guarantee of subsequent employment.

7. Classes will begin on _____, 20____ and will end on _____, 20____, including examinations. In the event you cannot meet the class(es) at any scheduled time, you must immediately contact your Department Head. Any absenteeism will be reflected in your rate of pay.

8. The class roll(s) will serve as the official record of attendance and catalog description(s) as the official record of contract hours taught. Paychecks will not be issued until all personnel requirements have been met. The final paycheck will not be issued until all contractual obligations have been met.

9. This agreement may be terminated without advance notice.

10. You are required to notify the Director of Personnel/Vice President for Academic Affairs should you become employed at another state agency/institution.

11. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policy. I also agree to notify the Office of Personnel of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

12. The following special conditions shall govern this appointment:

13. I agree to abide by the policies of the Tennessee Board of Regents and of this Institution/Technology Center regarding Intellectual Property, and hereby acknowledge my responsibilities under those policies to disclose and possibly assign (as required under policy) Intellectual Property developed by me, either solely or jointly with others, during the term of my employment, and to otherwise assist the Institution/Technology Center as required by policy in protecting rights it may have in that Intellectual Property.

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this Notice and returning the original and _____ copies to the office of the president/director within fifteen (15) days after the date of this notice.

Date President/Director

THIS INFORMATION MUST BE COMPLETED BY THE EMPLOYEE BEFORE PAYROLL CHECKS WILL BE PROCESSED.		
I accept the appointment as described above. I understand that this appointment is not approved until all signatures have been obtained.		
I am ___/___ am not employed as a regular part-time or regular full-time employee at another state agency or institution.		
In order to process a payroll check, federal regulations require disclosures of your retirement system(s). If none, please write in ANone@.		
_____ Retirement System		
_____ Employee Signature	_____ Date	
___ Employment application	___ W-4 form	___ I-9 form (plus documentation)

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

(Institution)

NOTICE AND AGREEMENT OF EMPLOYMENT FOR
GRADUATE ASSISTANT/GRADUATE INSTRUCTOR

TO: _____

This is to confirm your appointment to a position as a full-time/part-time Graduate Assistant/Graduate Instructor in the _____ (dept/division) for a period of _____ to begin on _____, 20____ and end on _____, 20____, at a salary of \$ _____ per _____, subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This appointment is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Board of Regents, and the requirements and policies of this institution.

2. The above-stated salary is contingent upon your completion of service for the full term specified above. The salary will accrue and be payable as follows:

_____.

3. Your workload shall consist of twenty hours per week or the equivalent as defined in TBR Policy 5:02:05:00. Workload for half-time assistantships shall be prorated.

4. You are not eligible for employment benefits (retirement credit, state insurance plan, annual or sick leave, holiday pay or longevity credit).
5. This appointment does not include any assurance, obligation or guarantee of subsequent employment.
6. This agreement may be terminated without prior notice.
7. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policies. I also agree to notify the Office of Personnel of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.
8. The following special conditions shall govern this appointment:
 9. I agree to abide by the policies of the Tennessee Board of Regents and of this Institution/Technology Center regarding Intellectual Property, and hereby acknowledge my responsibilities under those policies to disclose and possibly assign (as required under policy) Intellectual Property developed by me, either solely or jointly with others, during the term of my employment, and to otherwise assist the Institution/Technology Center as required by policy in protecting rights it may have in that Intellectual Property.

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this Notice and returning the original and ____ copies to the Office of the President within fifteen (15) days after the date of this Notice.

Date

President

**THIS INFORMATION MUST BE COMPLETED BY THE EMPLOYEE
BEFORE PAYROLL CHECKS WILL BE PROCESSED.**

I accept the appointment as described above. I understand that this appointment is not approved until all signatures have been obtained.

I am ____/____ am not employed as a regular part-time or regular full-time employee at another state agency or institution.

In order to process a payroll check, federal regulations require disclosures of your retirement system(s). If none, please write in "none".

Retirement system

Employee

Date signed

____ Employment application ____ W-4 form ____ I-9for(plus documentation)

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

Institution/Technology Center
NOTICE OF APPOINTMENT
AND AGREEMENT OF EMPLOYMENT

TO: _____

This is to confirm your appointment to a position approved by the Tennessee Board of Regents as _____ at a salary of \$_____ per month/year subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. In consideration of the above stated salary, you agree to perform such duties at such times and places and in such manner as this institution/technology center through its representatives may from time to time direct. You further agree to faithfully perform the duties assigned to you to the best of your ability, and to devote your full time to this institution/technology center, subject to the general supervision and pursuant to the orders, advice, and direction of appropriate representatives of this institution/technology center.

2. The above stated salary is payable at the above rate in accordance with institutional/technology center policies. (Optional: Insert one of the following sentences if this information is not relayed during employee orientation or through other employee information documents given at the time of initial hiring: (1) "As a condition of employment, I agree to accept compensatory time in lieu of overtime pay (reference TBR and institutional/technology center policies and guidelines);" or (2) "As a condition of employment, I agree to accept overtime pay for hours worked over 40 (reference TBR and institutional/technology center policies and guidelines)."

3. This appointment is made subject to the laws of the State of Tennessee, the policies and requirements of the Tennessee Board of Regents, and the policies and requirements of the institution/technology center.

4. A probationary period of six (6) months of observable performance is required of all newly appointed employees. During this period, this agreement may be terminated without prior notice. Following the six-month probationary period, this agreement may be terminated upon fourteen days notice for clerical/support and thirty days notice for all other personnel. The institution/technology center reserves the right

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

Institution/Technology Center
NOTICE OF MODIFIED FISCAL YEAR APPOINTMENT
AND AGREEMENT OF EMPLOYMENT

TO: _____

This is to confirm your appointment to a position approved by the Tennessee Board of Regents as _____ in the Department/area of _____ at a salary of \$_____ per month/year, for a period beginning _____, 20____, and ending no later than _____ subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This appointment is made subject to the laws of the State of Tennessee, the policies and requirements of the Tennessee Board of Regents, and the policies and requirements of this institution.
2. In consideration of the above stated salary, you agree to perform such duties at such times and places and in such manner as the institution through its representatives may from time to time direct. You further agree to faithfully perform the duties assigned to you to the best of your ability, and to devote your full time to the institution, subject to the general supervision and pursuant to the orders, advice, and direction of appropriate representatives of the institution.
3. The salary for this modified fiscal year appointment will be payable in twelve (12) equal payments beginning at the end of _____ and ending the end of _____. In the event that this contract is not for the full term specified above, the salary will be prorated in accordance with the policies of the institution.
4. A probationary period of six (6) months observable performance is required of all newly appointed employees. During this period, this agreement may be terminated without prior notice. Following the six-month probationary period, this agreement may be terminated upon fourteen days notice for clerical/support and 30 days notice for all other personnel by either party. The institution/technology center reserves the right to impose a probationary period at any time during the term of your employment, during which advance notice of termination would not be applicable.
5. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published

institution statements and policy. I also agree to notify the Office of Personnel of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

6. The following special conditions shall govern this appointment:

7 I agree to abide by the policies of the Tennessee Board of Regents and of this Institution/Technology Center regarding Intellectual Property, and hereby acknowledge my responsibilities under those policies to disclose and possibly assign (as required under policy) Intellectual Property developed by me, either solely or jointly with others, during the term of my employment, and to otherwise assist the Institution/Technology Center as required by policy in protecting rights it may have in that Intellectual Property.

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this notice and returning them to the Department of Personnel within fifteen days after the date of this notice.

Date

President/Director

I accept the appointment described above under the terms and conditions set forth.

Date

Appointee

An Equal Opportunity/Affirmative Action Employer

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE
SYSTEM OF TENNESSEE

Institution/Technology Center

NOTICE OF TEMPORARY EMPLOYMENT AND AGREEMENT
FOR NON-FACULTY ADMINISTRATIVE/PROFESSIONAL AND
CLERICAL/SUPPORT STAFF

TO: _____

This is to confirm your temporary appointment to a position approved by the Tennessee Board of Regents as _____ in the _____ (department/division or area of assignment) for a period beginning _____, 20____, and ending no later than _____, 20____, at an hourly/monthly salary of \$_____, subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This appointment is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Board of Regents, and the requirements and policies of this institution/technology center.
2. The above stated salary is contingent upon your successful completion of service for the full term of this agreement. The salary will accrue and will be payable as follows: _____ (pay cycle). In the event of failure to complete the specific terms of the appointment, salary will be prorated in accordance with the policies of the institution/technology center.
3. This appointment and the above-stated salary are in consideration of your faithful performance to the best of your ability of the duties and responsibilities assigned to you as a temporary employee of this institution/technology center.
4. As a temporary employee, you are not eligible for employment benefits (retirement credit, state insurance plan, annual or sick leave, holiday pay, or longevity credit.) Notwithstanding, social security will be deducted from your paycheck unless you are a member of a retirement system or are a rehired annuitant as specified in 26 CFR Part 31.
5. This appointment does not include any assurance, obligation, or guarantee of subsequent employment.
6. This agreement may be terminated without prior notice.

7. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policy. I also agree to notify the Office of Personnel of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

8. You are required to notify the Director of Personnel/Vice President for Academic Affairs should you become employed at another state agency/institution.

9. The following special conditions shall govern this appointment:

10. I agree to abide by the policies of the Tennessee Board of Regents and of this Institution/Technology Center regarding Intellectual Property, and hereby acknowledge my responsibilities under those policies to disclose and possibly assign (as required under policy) Intellectual Property developed by me, either solely or jointly with others, during the term of my employment, and to otherwise assist the Institution/Technology Center as required by policy in protecting rights it may have in that Intellectual Property.

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of this notice and returning the original and _____ copies to the office of the president/director within fifteen (15) days after the date of this notice.

Date

President/Director

**THIS INFORMATION MUST BE COMPLETED BY THE EMPLOYEE
BEFORE PAYROLL CHECKS WILL BE PROCESSED.**

I accept the appointment as described above. I understand that this appointment is not approved until all signatures have been obtained.

I am ____/____ am not employed as a regular part-time or regular full-time employee at another state agency or institution.

In order to process a payroll check, federal regulations require disclosures of your retirement system(s). If none, please write in "none".

Retirement system

Employee

Date signed

____ Employment application ____ W-4 form ____ I-9 form (plus documentation

An Equal Opportunity/Affirmative Action Employer

NOTICE OF TERMINATION

Dear _____:

This is to notify you that your services at this institution/technology center will terminate effective _____, 20____. You should contact the Office of Personnel for information related to continuation of benefits.

Sincerely,

TENNESSEE TECHNOLOGY CENTER

I am requesting approval to change the personnel status of
_____ (name) at
_____ (technology center) effective
_____ (date).

NATURE OF CHANGE:

FISCAL IMPACT:

JUSTIFICATION:

Signed: _____

Director

Date: _____

Approved: _____

Vice Chancellor for
Tennessee Technology Centers

Date: _____

Not Approved: _____

Vice Chancellor for
Tennessee Technology Centers

Date: _____

NOTICE OF RECOMMENDED SALARY

Dear _____:

This is to advise you that a monthly/annual salary of \$_____ for the _____ academic/fiscal year has been recommended for you effective _____, 20_____, which salary is subject to the approval of the Tennessee Board of Regents and the Department of Finance and Administration. You will be notified of any changes in the proposed salary.

Sincerely,

STATEMENT OF UNDERSTANDING/AGREEMENT

BETWEEN

INSTITUTION

AND

VOLUNTEER NAME

1. The volunteer understands that he/she is not to be considered an employee, agent or independent contractor employed by the Institution for any purpose. The volunteer acknowledges that he/she will neither accept nor claim entitlement to any salary or benefits of employment, including but not limited to insurance retirement benefits, worker's compensation, travel expenses, or any other form of compensation of any kind.
2. The volunteer understands that he/she has not actual authority to bind or represent the Institution with regard to any third parties. Moreover, the volunteer agrees to avoid giving the impression of having apparent authority to bind or represent the Institution with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreements or contracts on behalf of the Institution.
3. The volunteer understands that T.C.A. §§ 9-8-307 (h) and 8-42-101 (3)(A) extends certain protections to individuals who are participants in volunteer programs which are operated under the authorization of a state agency or department. For actions taken in the course of performing volunteer services, which are neither willful, malicious or criminal, or acts or omissions done for personal gain, an authorized volunteer is immune from suit in the same manner as state employees. Persons injured by the actions of a volunteer are able to file a claim directly against the state.

4. The volunteer acknowledges that the Institution shall have no liability for personal injury or property damage which may suffered by the volunteer, unless such injury or damage directly results from the negligent act or omissions of state employees or authorized volunteers. Any and all negligence claims shall be expressly limited to claims approved by the Claims Commission.

5. The volunteer acknowledges that he/she may not operate automotive or other state owned equipment of the Institution without specific written authorization of the president of the Institution.

6. The volunteer and the Institution agree that no person shall be subjected to discrimination on the basis of race, color, religion, sex, age, handicap, or national origin in the execution or performance of this agreement.

7. _____(Institution), the Tennessee Board of Regents, the State of Tennessee and their respective employees shall have no liability unless specifically provided for in this Agreement.

8. This Agreement may be terminated at any time upon written notice of the volunteer or the President of _____(Institution).

ACKNOWLEDGEMENT

I, _____(name of volunteer), SSN: _____ - _____ - _____, have read and understand the above statement/agreement and agree to abide by its terms and conditions while I am participating in volunteer activities at _____(Institution). This agreement is effective from _____(date) through _____(date).

Signature of Volunteer: _____ Date:

Recommendation of Approval of Statement of
Understanding/Agreement:

Admin. Supervisor of Volunteer: _____ Date:

President: _____ Date:

Copies to: Office of Human Resources

Volunteer Division/Dept. File

Attachment

TBR Form V-1

(Date)

Claims Commission
State of Tennessee
Division of Claims Administration
11th Floor
Andrew Jackson State Office Building
Nashville, TN 37219

Dear Claims Commission:

Pursuant to TCA '8-42-101, which requires the registration of all volunteers participating in program authorized by state government, please be advised of the volunteer status of the person listed below:

Name: _____

SSN: _____

Institution/Center: _____

Department: _____

Beginning _____ Date: _____

Ending Date: _____

When this volunteer status is over, my office will advise you so that you can update your records. Thank you for your assistance.

Sincerely,