



**WORCESTER
STATE
COLLEGE**

486 Chandler Street • Worcester, MA 01602-2597

Board of Trustees

June 12, 2002

Dr. Janelle C. Ashley

5965

RE: Presidency of Worcester State College: Terms of Appointment

Dear Dr. Ashley:

I am writing on behalf of the Board of Trustees of Worcester State College in order to set forth the terms and conditions pursuant to which the Board of Trustees has agreed to offer, and you have agreed to accept, an appointment as president of the College. Those terms and conditions are the following:

1. Effective Date and Term. Your appointment will have effect commencing on June 16, 2002, and, subject to the agreements recorded here, will be for an indefinite term.
2. Status. You will hold your appointment at the pleasure of the Board of Trustees but subject to the authorities of the Board of Higher Education as those are described at Chapter 15A of the General Laws of the Commonwealth.
3. Duties and Responsibilities. As president, you will serve as the chief executive officer of the College and will exercise a general superintendence over all of its affairs, including the day-to-day management of each of its programs, departments, activities and functions.

You will perform such other specific duties as the Board may from time to time assign you.

In the discharge of all your responsibilities, you will report directly to the Board of Trustees or, in particular matters, to such of its committees as the Board may from time to time constitute, and you will act in conformity with such policies and directives as the Board may from time to time adopt or as may otherwise be of application by operation of law.

Nothing in this clause 3 shall be understood to limit the authority of the Board of Trustees to delegate to you any of the powers and duties that it may

properly delegate to you in accordance with law, and nothing in this clause 3 shall be understood to limit the authority of the Board of Trustees to reserve to itself the exercise of any or all such powers and duties.

4. Salary. Your salary shall be fixed conformably from time to time with applicable provisions of law and with regulations and policies that are made hereunder; provided only that your starting salary as of June 16, 2002, shall be One Hundred Fifty Thousand Dollars (\$150,000.00) annually.

5. Benefits and Perquisites. You will be provided the following benefits and perquisites:

- (a) a housing allowance in the amount of Twelve Hundred Fifty Dollars (\$1,250) per month or in such greater amount as may be approved from time to time hereafter;
- (b) enrollment in the Commonwealth's health insurance and life insurance plans;
- (c) enrollment in the Commonwealth's retirement plan or in the Optional Retirement Plan, so called, as you may elect;
- (d) use of an automobile furnished by the College for College business;
- (e) such leaves of absence, including vacation allowance and sick leave, as are permitted in accordance with the policy of benefits that is applicable to excluded employees in the system of State Colleges;
- (f) all such other benefits as are granted in accordance with the policy of benefits that is applicable to excluded employees in the system of State Colleges; and, further, such additional benefits as may be granted from time to time by the Board of Trustees in accordance with its authorities;
- (g) consistently with applicable laws and policies, reimbursement for travel in connection with College business.

6. Evaluations. On or about the anniversary date of your appointment, the Board of Trustees will annually evaluate your performance as president of the College. In conjunction with that evaluation you will be required to submit a statement of your goals and objectives for the period of the forthcoming year, and that statement, whose content will be subject to approval by the Board, will serve as the basis on which it will evaluate your performance at the conclusion of the ensuing year. On or before October 1, 2002, you will provide to the Board a preliminary set of goals and objectives for

your first year in office; and your first evaluation will be based in part upon the review of your achievement of such goals and objectives.

7. Termination of Appointment. Termination of your appointment shall be subject to the following conditions:

- (a) In the event you elect to resign from your position as president, you will give the Board of Trustees as much notice as possible, but not less than three months' notice, of the effective date of such resignation unless the Board, at its sole discretion, shall have agreed to accept a notice of shorter duration;
- (b) In the event the Board of Trustees elects to terminate your appointment as president, it will give you not less than twelve months' notice of the effective date of such termination; provided, however, as follows:
 - (i) The Board of Trustees may, at its sole discretion, foreshorten that period of notice, in whole or in part, by paying you at the rate of your then-current annual salary for so much of the period of notice as it elects not to give you; and
 - (ii) The Board of Trustees will not be obligated to give you notice or to pay you your salary in lieu of such notice if it terminates your appointment by reason of any material breach of this agreement, any serious delinquency in the performance of your duties as president, or any violation of your trust as an officer of the College. For purposes of this provision, the phrase "serious delinquency" shall be understood to include any failure to adhere to applicable policies or procedures governing the use and management of public moneys and trust funds, the commission of any crime, and any substantial and manifest lack of competence to discharge the responsibilities of chief executive officer of the College.

8. Appointment as Commonwealth Professor. Effective June 16, 2002, the Board of Trustees will appoint you a Commonwealth Professor, which appointment will be concurrent with your appointment as president of the College. As Commonwealth Professor you may lecture from time to time on matters of academic interest to you and may deliver such papers in that regard as you think appropriate. You will be provided no added compensation, benefits or entitlements by reason of your appointment as Commonwealth Professor.

9. Miscellaneous.

- (a) Consistently with applicable laws and policies, the College will bear any costs reasonably incurred by you in connection with activities that pertain to the business of the College and the performance of your own official duties. You may use College staff, facilities and services for the support of such activities. Activities undertaken for the purpose of promoting support for the College are understood to be activities that pertain to the business of the College.
- (b) In the conduct of searches to fill vacant positions at the College, you will adhere to the applicable provisions of the College's affirmative action policy.
- (c) Any provision contained in this letter that is prohibited or unenforceable as a matter of law shall be ineffective, but only to the extent that it is prohibited or unenforceable, without invalidating the remaining provisions or any of them.

Your signature in the space provided below will serve to acknowledge your acceptance of the presidency upon the terms set out above. Please therefore countersign and date the enclosed copy of this letter and return it to me at your earliest convenience.

Sincerely,


Gregory O. Hunter '84
Chair

I accept the appointment as president of Worcester State College on the terms and conditions set out above.


Janelle C. Ashley

6/13/02
(date)