

FITCHBURG STATE COLLEGE

June 19, 2003

Dr. Robert Antonucci
[REDACTED]
[REDACTED]
[REDACTED]

RE: Presidency of Fitchburg State College: Terms of Appointment

Dear Dr. Antonucci:

I write on behalf of the Board of Trustees of Fitchburg State College 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 29, 2003, 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, §9, 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.

Not less frequently than at each regular meeting of the Board of Trustees, or at such other times as the Board may direct, you will report to the Board and to the appropriate committees thereof concerning the financial status of the College, the progress being made in the implementation of its five-year plan, the progress being made in meeting its affirmative action goals, and such other matters as are of important consequence to the condition and well-being of the College.

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 from time to time by the Board of Trustees with such approval, if any, as may be required by the Board of Higher Education; provided only that your starting salary as of the effective date of your appointment pursuant to clause 1 above shall be in the amount of One Hundred Fifty-Five Thousand Dollars (\$155,000) annually, subject to adequate state appropriation.

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

- (a) a housing allowance in the amount of One Thousand Five Hundred Dollars (\$1,500) per month;
- (b) enrollment in the Commonwealth's health insurance and life insurance plans in accordance with the terms thereof as they are from time to time;
- (c) enrollment in the Commonwealth's retirement plan or its optional retirement program in accordance with the terms thereof as, in either case, they are for the time being;
- (d) use of an automobile furnished by the College; provided only that if you elect at any time or from time to time not to make use of an automobile furnished by the College, the College will pay to you a monthly automobile allowance in the amount of Six Hundred Dollars (\$600).
- (e) such leaves of absence, including vacation allowances and sick leave, as are permitted in accordance with the policy of benefits that is of application for the time being to so-called excluded employees in the system of public institutions of higher education;
- (f) all such other benefits as are granted in accordance with the policy of benefits that is of application for the time being to so-called excluded employees in the system of public institutions of higher education;
- (g) consistently with applicable laws and policies, reimbursement for travel in connection with College business; and
- (h) within two years following the date of execution of this instrument, reimbursement of moving expenses incurred by you during that period in connection with your relocation to the Fitchburg area; provided, however, that the College will reimburse you for such expenses only if you use the moving company that is under contract at the time with the Massachusetts Higher Education Consortium.

6. Evaluations. At or about the mid-point of the first year of your service as president, the Board of Trustees will conduct a preliminary review of your engagement and may, in conjunction therewith and at its discretion, grant you such adjustment in your compensation as it then judges appropriate.

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 November 1, 2003, 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.

During the sixth year of your tenure in office as President of the College and during every fifth year thereafter, the Board of Trustees, unless you and it otherwise agree, will, with the assistance of the Association of Governing Boards or some like organization, conduct an external evaluation of your performance as President.

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, but excluding from such payment the amount both of any housing allowance and of any vehicle allowance for such period; and

(ii) The Board of Trustees will not be obligated to give you notice or to pay you your salary or other benefits 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.

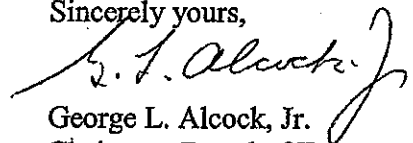
8. Miscellaneous.

(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, and 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, and you hereby undertake, in all the spheres of your official activities, to adhere to the principles of non-discrimination and affirmative action.

I direct this letter to you on behalf of the Board of Trustees of the College in the exercise of an authority the Board has vested in me for the purpose. It constitutes an offer of employment upon the terms recited in it. Your signature in the space provided below will itself constitute your acceptance of the presidency upon those terms. Please therefore countersign the enclosed copy of this letter and return it to me at your early convenience.

Sincerely yours,



George L. Alcock, Jr.
Chairman, Board of Trustees
Fitchburg State College

I hereby confirm my acceptance of the appointment as president of Fitchburg State College on the terms and conditions set out above.


Robert Antonucci

Date: 6/19/2003