



FRAMINGHAM STATE COLLEGE

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Framingham, Massachusetts 01701-9101

Office of the Board of Trustees
Mary Elizabeth Heffernan, Esquire, Chair

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www.framingham.edu

June 20, 2006

Timothy J. Flanagan, Ph.D.

043

RE: Presidency of Framingham State College: Terms of Appointment

Dear Dr. Flanagan:

I am writing on behalf of the Board of Trustees of Framingham 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 or about August 1, 2006, 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 of Trustees 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 academic affairs in the development and implementation of a strategic plan, the progress being made in meeting its affirmative action goals, the progress being made in alumni affairs and development goals, and such other matters as are of important consequence to the condition and well-being of the

Timothy J. Flanagan, Ph.D.
June 20, 2006
Page 2

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.

You may serve on boards of trustees or boards of directors of other entities, with or without compensation, provided that you notify the chair of the Board in writing of any invitation so to serve and receive approval from the chair or the Executive Committee of the Board prior to accepting such invitation. In no event shall you be permitted to accept any such invitation if in the chair's or the Executive Committee's judgment the service in question is inconsistent with your obligations as president of the College or if it is violative of any provision of the State Ethics Statute.

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 Eighty Thousand Dollars (\$180,000) annually. For each subsequent contract year, your annual salary shall not be decreased. Annually, after the completion of a contract year, the Board will, consistently with any applicable rules of the Board of Higher Education, determine whether your annual salary for the new contract year will be increased after reviewing, among other things, your self-assessment, your goals, and your performance under the terms of this Agreement.

5. Housing. As a condition of your appointment and continued employment as president of the College, you shall reside in a suitable house that the College shall provide for you and your family on or in close proximity to the College's campus. Unless you and the Board of Trustees shall at any time hereafter agree, you shall, from and after the effective date of your appointment, reside in the house that the College owns at 43 Adams Road in Framingham. Your occupancy of that house and both your own and the College's obligations in that regard are detailed in the Occupancy Agreement that I enclose with this letter. Your acceptance of the terms of and your execution of the Occupancy Agreement are conditions of your appointment as president.

If at any time the College shall fail to provide a suitable house for you and your family in accordance with the undertakings stated in the preceding paragraph, it shall in lieu thereof pay to you a housing allowance in accordance with the requirements of the Occupancy Agreement.

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

Timothy J. Flanagan, Ph.D.

June 20, 2006

Page 3

- (a) enrollment in the Commonwealth's health insurance and life insurance plans in accordance with the terms thereof as they are from time to time;
- (b) 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;
- (c) exclusive use of an automobile furnished by the College with the cost of insurance, maintenance and operating expenses to be assumed 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), inclusive of reimbursement for insurance, maintenance and operating expenses.
- (d) 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;
- (e) 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;
- (f) consistently with applicable laws and policies, reimbursement for travel, entertainment, professional development, the cost of membership in appropriate professional organizations and like expenses reasonably incurred in connection with the discharge of your responsibilities as president of the College;
- (g) within one year following the date of execution of this instrument, payment or reimbursement for relocation and moving expenses incurred by you during that period in connection with your relocation to Framingham, the amount of which payment or reimbursement shall be approved by the Chair of the Board of Trustees;
- (h) following the completion of six years of employment as president, you may apply to the Board for a sabbatical leave. The terms and timing of any such sabbatical leave shall be determined by the Board; and
- (i) reimbursement of reasonable legal expenses incurred by you in connection with your review and execution of this letter, in an amount not to exceed \$5,000.

7. Evaluations. On or about the anniversary date of your appointment, the Board of Trustees will annually evaluate your performance as president of the College and consider a salary adjustment and any incentive compensation. 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 the Board will evaluate your performance at the conclusion of the ensuing year. On or before November 1, 2006, you will provide to the Board for its approval 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.

8. Academic Appointment. With effect on August 1, 2006, the Board of Trustees will, at its meeting held in September, 2006, grant you an appointment, without tenure, as a member of the faculty at the College in the Department of Sociology. In this capacity, you may at any time present yourself as a candidate for tenure in accordance with the rules and procedures -- they are found at present in the collective bargaining agreement that governs the employment of faculty at the College (the "Faculty Contract") -- that pertain to the granting of tenure to members of the faculty at the College and that are in force when you elect to present yourself as a candidate for tenure. For so long as you hold your appointment as president of the College, you shall be deemed to be on a leave of absence from your position as a member of the faculty.

If at any time on or after August 1, 2007, you cease to hold your appointment as president of the College, you shall be entitled to take up your appointment as a member of the faculty either with or without tenure as shall then be the case; provided only that you shall have no such entitlement if the Board of Trustees shall have terminated your appointment as president pursuant to clause 9(b)(ii) below, and for and in respect of such circumstance you hereby waive any protections that may be afforded to a tenured member of the faculty under the terms of the Faculty Contract. In no event shall you be permitted to take up your appointment as a member of the faculty if your appointment as president of the College should terminate for any reason whatever prior to August 1, 2007; and in that event you shall not have, and you hereby waive, any protections that may be afforded to a member of the faculty, whether tenured or not, under the terms of the Faculty Contract.

9. 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 of any housing allowance for such period, except that the housing allowance shall be paid for the period set forth in paragraph 9(a) of the Occupancy Agreement; any payment required to be made to you hereunder the Board of Trustees shall be obligated to make to you whether or not you obtain other employment at either the College or elsewhere; and

(ii) Except as is hereinafter required, 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. If the Board intends to terminate your employment for any material breach of this Agreement, any serious delinquency or any violation of trust as an officer of the College, the Board will give you not less than fifteen days' prior written notice of its intention to do so, during which period of notice you may seek to cure the cause for which such notice has been given you. If in the Board's judgment you shall have failed to cure such cause during that period of notice, the Board will give you at least ten days' prior written notice of the date and time of the meeting at which the Board will consider termination of your employment. You may appear at that meeting and may respond in person or in writing (as you may choose).

10. 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

Timothy J. Flanagan, Ph.D.

June 20, 2006

Page 6

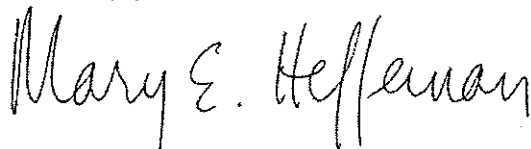
of the College and the performance of your own official duties, and you may use College staff, facilities and services for the support of such activities. Activities undertaken for the purpose of promoting support for the College are understood to be activities that pertain to the business of the College.

(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.

This instrument constitutes an offer of employment, but the undertakings recorded here remain in all respects subject to approval and ratification by the Board of Trustees of the College.

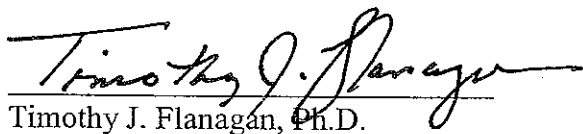
Your signature in the space provided below will serve to acknowledge your acceptance of the presidency upon the terms set out above. Please therefore countersign the enclosed copy of this letter and return it to me at your early convenience. When doing so please also sign both copies of the enclosed Occupancy Agreement and return one of them to me; your doing so is a condition of your being appointed to the presidency of the College.

Sincerely yours,



Mary E. Heffernan, Esquire
Chair
Board of Trustees
Framingham State College

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


Timothy J. Flanagan, Ph.D.