

CONTRACT FOR COLLEGE PRESIDENT

Commonwealth of Massachusetts

This Contract is entered into this 29th day of July, 2007 by and between the Board of Trustees of SALEM STATE COLLEGE, Commonwealth of Massachusetts, with its principal place of business at 352 Lafayette Street, Salem, MA 01970, herein referred to as "the College", and Patricia Maguire Meservey, herein referred to as "the President."

1. APPOINTMENT AS PRESIDENT

The appointment of Patricia Maguire Meservey as President of Salem State College is made and held at the pleasure of the Board of Trustees of the College subject to the authority of the Board of Higher Education as described at Chapter 15A, s.21, of the General Laws of the Commonwealth.

2. PERIOD OF PERFORMANCE

The President shall assume her position as the Chief Executive Officer of the College effective July 29, 2007. She will hold her appointment at the pleasure of the Board of Trustees but subject to the authority of the Board of Higher Education as described at Massachusetts General laws, chapter 15A, s. 21. This Contract shall have effect commencing on July 29, 2007 and is subject to the provisions and limitations herein recorded.

3. SALARY, BENEFITS AND PREREQUISITES

- a. During this Contract, the annual base salary of the President shall be fixed from time to time by the Board of Trustees of the College with the approval of and subject to such guidelines and ranges as are or may be established by the Board of Higher Education; provided only that the President's initial annual salary, commencing with effect on July 29, 2007 shall be Two Hundred Thousand Dollars (\$200,000.00) and shall not be less than that sum for as long as she is employed at Salem State College.
- b. The President shall be provided the following benefits and prerequisites:
 - i) consistently with applicable laws and policies, reimbursements for travel expenses, including meals and lodging, incurred in the performance of official College business;
 - ii) enrollment in the Commonwealth's health insurance and life insurance plans in accordance with the terms thereof as they are from time to time;

- iii) enrollment in the Commonwealth's retirement plan or its optional retirement program in accordance with the terms thereof as they are from time to time;
- iv) such leaves of absence, including vacation allowance and sick leave, as are permitted in accordance with the policy of benefits that is of application to so-called excluded employees in the system of public institutions of higher education.
- v) all such other benefits as are granted in accordance with the policy of benefits that is of application to such excluded employees; provided, however, that in the event that any provision contained in such policy of benefits is inconsistent with any provision contained in this contract, the latter provision shall be deemed to supersede the former;
- vi) the College shall lease an automobile to be selected by the President for use while she remains as President; provided only that if the President elects at any time or from time to time not to make use of an automobile furnished by the College, the College will pay the President a monthly automobile allowance in the amount of Six Hundred Dollars (\$600.00);
- vii) a one time allowance to cover all moving and incidental expenses involved in the President relocating to Salem State College;
- viii) the President may apply to the Board of Trustees for a sabbatical leave. The terms and timing of any such sabbatical leave shall be determined by the Board of Trustees; and

The President shall be paid a housing allowance, if any, as shall have been fixed by the appropriate agency of the Commonwealth. The allowance for the academic year 2007 is in the amount of Eighteen Thousand Dollars (\$18,000), which shall be paid to her in equal installments. At her election, the President can combine this housing allowance with her base salary. If she so elects, the College will not provide any housing allowance or housing.

4. THE PRESIDENT'S RESPONSIBILITIES

- a. The President is expected to be a competent leader and manager in educational matters at the College and to sustain and develop the excellence of the College.
- b. The President is expected to be an effective administrator by providing adequate staffing within the parameters of State Budget constraints, appropriately delegate authority, supervise personnel and policy, direct long-range planning for the College towards the fulfillment of its mission statement, and articulate institutional goals and objectives.

- c. The President is expected to understand and control the finances of the College. Clear financial accountability and fiscal responsibility within the directives of the Commonwealth of Massachusetts' budget, and subject to the policies and directives of the Board of Trustees of the College, is critical to the presidential role.
- d. The President shall raise funds through private gifts as well as public appropriations. The President shall actively participate in and direct these activities as the symbol and spokesperson for the College.
- e. The President shall actively develop external relations with alumni, legislators, state officials, county officers, community members and leaders and prospective students.
- f. The personal behavior of the President must be beyond reproach. A concern for others is important. The President shall identify areas of conflict, make decisions in critical situations, handle crises and assume responsibility for decisions.
- g. The President shall recruit and maintain a distinguished faculty and relate to faculty within the governance mechanism of the College.
- h. The President shall perform all such general and specific duties as the Board of Trustees of the College shall assign her from time to time.

In the discharge of all her responsibilities, the President shall report and be accountable directly to the Board of Trustees of the College or, in particular matters, to such of its committees as the Board of Trustees may constitute from time to time; and the President shall, no less frequently than at each regular meeting of the Board of Trustees and at such other times as the Board of Trustees may direct, 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 long-range 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.

The President shall, in the discharge of her duties and responsibilities, act in conformity with such policies and directives as the Board of Trustees may adopt from time to time or as may otherwise be of application by operation of law.

- i. Consistently with applicable laws and policies, the College will bear any costs reasonably incurred by the President in connection with activities that pertain to the business of the College and the performance of the President's duties and the President may use College staff, facilities, and services for the support of such activities. Activities undertaken for the purpose of the promoting support for the College are understood to be activities that pertain to the business of the College.



- j. The President may serve on boards of trustees or boards of directors of other entities, with or without compensation, provided that the President notifies the Chair of the Board of Trustees in writing of any invitation so to serve and receives approval in writing from the Chair or the Executive Committee of the Board of Trustees prior to accepting such invitation. In no event, shall the President be permitted to accept any such invitation if in the Chair's or the Executive Committee's reasonable judgment the service in question is inconsistent with the President's obligations as chief executive officer of the College or if the service in question is violative of any provision of the State Ethics Statute.

5. EVALUATION

Each year a presidential review shall be conducted in or about the eleventh month of each year of service or as required by the Board of Higher Education, which review shall consist of (1) a self assessment by the President, (2) the appointment of an *ad hoc* Evaluation Committee by the Chairperson of the Board of Trustees, (3) a written appraisal by the *ad hoc* Committee of the President's performance, (4) a discussion of the written appraisal by the Chairperson of the Board with the President and a response by the President if so desired, and (5) a recommendation by the Chairperson to the Board of Trustees concerning the President's status as such and her compensation.

6. TERMINATION

- a. In the event you elect to resign from your position as President, you will give the Board of Trustees as much notice in writing as possible, but not less than six months notice, of the effective date of such resignation unless the Board of Trustees, 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 in writing of the effective date of such termination; provided, however, the Board of Trustees may, at its sole discretion, shorten that period of notice, in whole or in part, by paying the President at the rate of her then-current annual salary for so much of the period of notice as it elects not to give her.
- c. The Board of Trustees will not be obliged to give the President not less than twelve months notice in writing or to pay the President her salary or other benefits in lieu of such notice if it terminates her appointment by reason of any material breach of this Contract, any material delinquency in the performance of her duties as President or any violation of her trust as an officer of the College. For purposes of this provision, the phrase "material 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, conviction for commission of a felony, and any substantial and manifest lack of competence to discharge the responsibilities of chief executive officer of the College.



7. APPOINTMENT TO FACULTY

Academic Appointment. In conjunction with your appointment as president of the College, you are hereby granted an appointment as a tenured member of its faculty at the rank of professor in the Department of Nursing. Because your faculty appointment is granted in conjunction with and as a result of your appointment as president, it cannot be accepted unless you accept and take up your appointment as president.

Your appointment as a tenured member of the College's faculty is subject to these further particular rules. You will be entitled to retain your faculty appointment throughout the period of your tenure as president of the College and will be able to assume that appointment at any time upon your relinquishing your appointment as president. Your assuming the faculty appointment may, in accordance with the then-applicable collective bargaining agreement governing faculty, be subject to the requirement that you be evaluated for tenure as a member of the faculty. The now-existing collective bargaining agreement with the College's faculty contains such a requirement.

Notwithstanding the preceding, you will have no entitlement to take up your appointment as a member of the faculty if the Board of Trustees shall have terminated (or been entitled to terminate) your appointment as president pursuant to paragraph 6(c) above, 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 any policy or collective bargaining agreement. 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 July 28, 2008; 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 any policy or collective bargaining agreement.

8. NON-DISCRIMINATION

In the conduct of searches to fill vacant positions at the College, the President will adhere to the applicable provisions of the College's affirmative action policy and, in all her official activities, will adhere to and promote the principles of non-discrimination and affirmative action.

9. CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The President and the College agree to bring any federal or state legal proceedings arising under this Contract in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

10. NOTICE



Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when given in person to either party or deposited in the U.S. mail, postage prepaid, and addressed as follows:

To the Board of Trustees:

Chairperson, Board of Trustees
Salem State College
352 Lafayette Street
Salem, MA 01970

To the President:

Dr. Patricia Maguire Meservey


11. SEVERABILITY

If any provision of this Contract is declared or found to be illegal, unenforceable, or void by final decision of a court, then both parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

12. HEADINGS AND INTERPRETATION

The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract.

13. WAIVERS

All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver or in any way limit the legal or equitable remedies available to that party.



14. AMENDMENT

No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Board of Trustees of the College and the President have caused this Contract to be executed.

BOARD OF TRUSTEES

By: Howard J. Wayne
Howard J. Wayne, Chairman
Authorized Officer

Dated: June 27, 2007

PRESIDENT

By: Dr. Patricia Maguire Meservey
Dr. Patricia Maguire Meservey

Dated: June 27, 2007