

OFFICE OF THE PRESIDENT  
621 HUNTINGTON AVENUE BOSTON, MA 02115 USA T 617 879 7100 F 617 879 7090 MassArt.edu

**MASSART**  
MASSACHUSETTS COLLEGE  
OF ART AND DESIGN

September 30, 2008

Dr. Katherine Sloan  
President  
Massachusetts College of Art  
Huntington Avenue  
Boston, MA 02115

Dear Dr. Sloan:

I write on behalf of the Board of Trustees of the College so that I might record the terms on which you hold your appointment as President. This letter replaces and supersedes the letters to you dated May 31, 2006 and June 1, 2007 from the Board of Trustees regarding the same subject matter.

1. Duties and Responsibilities: As President you serve as the full-time chief executive officer of the College and 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 are obligated to perform such other specific duties as the Board may assign you from time to time.

In the discharge of all your responsibilities, you 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 appoint. In the discharge of all your responsibilities, you are obligated to 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.

The understandings recorded here neither limit nor impair the authority of the Board of Trustees to delegate to you any of the powers and duties it may lawfully delegate to you, nor do they limit or impair the authority of the Board of Trustees to reserve to itself the exercise of any or all such powers and duties.

2. Salary: Your salary, which is now in the annual amount of \$228,185, the Board of Trustees will fix from time to time hereafter subject, to the extent applicable, to the approval of the Board of Higher Education.

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

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 optional retirement plan in accordance with the terms thereof as they are from time to time;

c. use of an automobile that shall be furnished by the college and the cost of whose operation shall be borne by the college;

d. payment of an annual housing allowance in the amount of \$18,000 per annum;

e. such leaves of absence, including vacation allowance 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; and

g. consistent with applicable laws and policies, reimbursement for travel in connection with College business.

4. Evaluations. On or about June 1 each year, the Board of Trustees will 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 one of the criteria on which it will evaluate your performance at the conclusion of the ensuing year.

5. Term and Termination. Your appointment is for a three-year term, through and including August 31, 2011. While you hold your appointment at the pleasure of this Board, this Board cannot (under the law as it exists at present) terminate your appointment without approval of the Board of Higher Education.

In the legal context I have just described, the Board of Trustees has made the undertaking to you not to terminate your appointment as president without according you as much notice as circumstances and needs of the College permit. Because of the length of your service as President on the date of this letter, the Board of Trustees recognizes the appropriateness of giving you not less than twelve months' notice of any termination of your appointment so long as there exists no delinquency on your part that would be cause for your immediate termination.

In like fashion you have made the undertaking to the Board of Trustees not to resign from your appointment as President without according to the Board as much notice as you reasonably can. For these purposes you recognize the appropriateness of giving the Board of Trustees not less than twelve months' notice of any resignation from your appointment as President so long as some impairment to your health or other like exigency does not make such notice impractical.

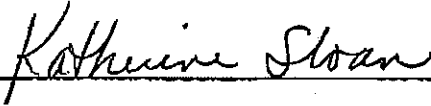
I direct this letter to you on behalf of the Board of Trustees of the College in the exercise of an authority the Board has vested in me for the purpose. It constitutes an offer of employment upon the terms recited in it. Your signature in the space provided below will itself constitute your acceptance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

Sincerely,

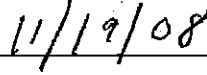


Cheryl E. Warrick  
Chair, Board of Trustees

I hereby confirm my acceptance of the appointment as President of Massachusetts College of Art on the terms and conditions set out above.



Katherine Sloan



Date