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ARTICLE K. APPOINTMENTS OF PRESIDENTS

6-1101 Appointments of Presidents

A. Applicability

1. This Policy governs the appointment and employment of a university president or the Board president.

B. Conditions of Employment

1. All terms and conditions for the employment of a university president will be set forth in a written contract.
2. As President, the University or Board President shall not be subject to the Conditions of Service Policies for Administrators (6-101), Faculty (6-201), Professional (6-301), Classified Staff (6-401), or University Staff (6-510). A President may however, concurrently hold an appointment to another Board employment position which is subject to one of these policies.

C. Board approval

Board approval is required for any appointment for a President. The Board may delegate its authority to execute the contract to the Board Chair, following a review of the contract by Board Counsel.

D. Contract Provisions

Each contract with a President will include the following terms, in addition to other terms negotiated by the parties.

1. Effective date, which may not be earlier than the date of approval by the Board and the execution of the Contract;
2. Period of appointment, which is not to exceed 3 years. Following the initial appointment term, the Board may authorize an exception to provide an appointment of no more than 5 years;
3. Duties and responsibilities of the President;

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4. Requirement to provide an annual disclosure statement to the Board describing all organizations with which the President is affiliated;
5. Requirement to disclose all outside compensation including any consideration provided by a university foundation or university affiliated entity related to the role of university president (this section does not require the president to report personal and passive investment income to the board);
6. Statement that compensation beyond the current fiscal year is subject to legislative non-appropriation;
7. An explicit condition that the role of president is primary, and although outside activities are permitted, they must not conflict with or interfere with the individual's successful accomplishment of the responsibilities as president.
8. Any employment benefits provided by the university and board.
9. A provision permitting the Board, at its sole discretion, to terminate the contract at any time without cause by paying, as liquidated damages in lieu of all other remedies available to the president, a specified sum not greater than that which the president should have received as salary to the end of the then-existing contract term, and the extent to which the sum to be paid will be reduced by the amount of compensation received by the president if subsequently employed in a comparable position at another institution of higher education during the period covered by the multiple-year appointment with the Board, and
10. The basis on which the contract can be terminated for cause and the procedures to be followed.