

**Tennessee State University
Board of Trustees**



**Approval of the
March 15, 2018,
Executive Committee
Meeting Minutes**

TENNESSEE STATE UNIVERSITY

BOARD OF TRUSTEES

ACTION ITEM

DATE: June 21, 2018

ITEM: Approval of the March 15, 2018, Executive Committee Meeting Minutes

RECOMMENDED ACTION: Approval

PRESENTED BY: Chair of the Executive Committee,
Board Chair Joseph Walker, III

The document reflecting the minutes from the March 15, 2018, Executive Committee meeting is included in the June 21, 2018, Board materials.

MOTION: To approve the minutes from the Board of Trustees' March 15, 2018, Executive Committee meeting, as contained in the Board materials for the Board's June 21, 2018, meeting.

**Tennessee State University Board of Trustees
Executive Committee Meeting- March 15, 2018
Tennessee State University – Main Campus – McWherter Administration Building,
President’s Conference Room – 3500 John A. Merritt Blvd., Nashville, Tennessee**

MINUTES

Executive Board Members Present: Trustee Deborah Cole and Trustee Pam Martin.

Other Board Members Present: Dr. Edith Peterson Mitchell (by phone), and Dr. Ali Sekmen.

University Staff Present: President Glenda Glover, University Counsel and Board Secretary, Mr. Laurence Pendleton, and Chief of Staff, Dr. Curtis Johnson.

I. CALL TO ORDER

Vice Chair Cole called the meeting to order at 11:00 a.m. She noted that she would be presiding over the meeting in Chair Walker’s absence. She then proceeded to the second item on the agenda.

II. ROLL CALL/DECLARATION OF A QUORUM

Vice Chair Cole asked the Board Secretary, Mr. Laurence Pendleton, to call the roll. The following Executive Committee Trustees were noted as present: Trustee Cole and Trustee Martin.

Secretary Pendleton announced the presence of a quorum.

III. APPROVAL OF NOVEMBER 16, 2017 EXECUTIVE COMMITTEE MEETING MINUTES

Vice Chair Cole introduced the first order of business — the approval of the November 16, 2017, Executive Committee meeting minutes. Vice Chair Cole informed the Committee that the minutes for the Executive Committee’s November 16, 2017, meeting were included in the Board materials for the March 15, 2018, Board meeting.

Vice Chair Cole moved to recommend to the full Board the approval of the November 16, 2017, Executive Committee meeting minutes, as contained in the Board materials for the March 15, 2018, Board meeting. Trustee Martin seconded the motion. With there being no discussion, Vice Chair Cole called for a vote. The motion carried unanimously.

IV. ADOPTION OF BOARD EXECUTIVE COMMITTEE PROCEDURES GOVERNING THE PRESIDENT’S ANNUAL PERFORMANCE REVIEW

Vice Chair Cole introduced the second order of business—the adoption Board Procedures governing the President’s Annual Performance Review. She noted that the proposed procedures were included in the Board materials for the March 15, 2018, Board meeting.

Vice Chair Cole shared that, pursuant to Board Policy No. 004, the Board shall evaluate the President’s job performance on an annual basis. She also reminded the Committee that under Policy No. 004, the Board has delegated to the Executive Committee the authority to organize and conduct

an annual performance review of the President, in accordance with procedures adopted by the Executive Committee.

Vice Chair Cole further stated that at the August 17, 2017, Executive Committee meeting, the Executive Committee reviewed and discussed the Executive Committee procedures governing the President's annual performance review. She also noted that Chair Walker discussed the procedures as part of the Executive Committee report at the August 17, 2017 Board meeting.

Vice Chair Cole also commented that at the November 16, 2017, Board meeting, the full Board addressed the President's annual performance review procedures. At that time, Trustee Sekmen made some comments on the procedures, including a request to include a comprehensive review for the President, and a request to permit specific faculty input as part of the Executive Committee's evaluation procedures. Vice Chair Cole noted that the Board voted to refer the procedures back to the Executive Committee for consideration of possible modifications to the procedures.

Vice Chair Cole then yielded the floor to Secretary Pendleton to discuss the modifications that were incorporated into the proposed annual performance review procedures. Secretary Pendleton informed the Committee that following the November 16, 2017, Board meeting, he spoke with Trustee Sekmen and Chair Walker regarding Trustee Sekmen's comments on the annual performance review procedures. Secretary Pendleton also indicated that he had conducted additional research on the annual performance evaluation procedures followed by other institutions.

Secretary Pendleton stated that based on his conversations with Trustee Sekmen and Board Chair Walker, and information developed from his additional research, the proposed annual performance review procedures now include a comprehensive review of the President's performance. He also commented that the solicitation of feedback provision remained the same as the previous version of the procedures. Secretary Pendleton thanked Trustee Sekmen for his input and efforts to enhance the procedures. Trustee Sekmen voiced his support of the modification and the procedures.

Vice Chair Cole then asked President Glover if she had any comments, and President Glover replied that she did not.

Vice Chair Cole advised that in accordance with Board Policy 004, the Executive Committee would need to vote on whether to recommend to the Board the adoption of the Executive Committee Procedures governing the President's Annual Performance Review, as contained in the March 15, 2018, Board materials.

Vice Chair Cole then moved to approve a recommendation to the Board that the Board adopt the Executive Committee's procedures governing the President's annual performance review as contained in the March 15, 2018, Board meeting materials. Trustee Martin seconded the motion. Vice Chair Cole called for a vote. The motion carried unanimously.

V. REPORT ON PRESIDENTIAL COMPENSATION REVIEW

Vice Chair Cole moved to the next agenda item – a discussion of the Presidential Compensation Review. Vice Chair Cole informed the Board that the materials for the agenda item were included in the materials for the March 15, 2018, Board meeting.

Vice Chair Cole commented that at the November 16, 2017, Executive Committee meeting, the Committee asked the President and/or her designee to conduct a compensation review to assess the

competitiveness of the President's compensation compared to Presidents at peer institutions in order for the Board to ensure that it can retain and attract an outstanding chief executive officer by providing competitive base compensation.

Vice Chair Cole yielded the floor to President Glover and her designee to provide pertinent information related to the agenda item. President Glover asked Secretary Pendleton to provide information on this agenda item. Secretary Pendleton discussed the compensation review document. He identified the institutions that were part of the review, including former TBR institutions and other HBCUs.

Secretary Pendleton also discussed the salaries of the Presidents at the identified institutions. Secretary Pendleton commented on the average salaries for University Presidents in Tennessee and HBCU Presidents. He noted President Glover's salary and benefits fell below the average salary and benefits for the other Presidents at "peer" institutions. He further noted that despite this shortfall, President Glover has been adamant that she does not want a salary raise at this time. Vice Chair Cole then indicated there was no vote required, as this was an informational discussion item.

Trustee Sekmen voiced his support for President Glover's salary to be competitive with peer institutions and commended President Glover for not wanting an increase in her salary at that time. He also expressed his view that the Executive Committee should consider faculty salary levels, university revenues, and enrollment figures when determining future increases in the President's salary.

Vice Chair Cole asked President Glover if she had any comments and President Glover reiterated that she does not want a salary increase at this time. Vice Chair Cole stated that the Board would take up any salary issues in connection with President Glover's annual performance evaluation.

VI. APPROVAL OF DELEGATION OF AUTHORITY TO EXECUTIVE COMMITTEE TO CREATE AN EMPLOYMENT CONTRACT FOR PRESIDENT

Vice Chair Cole moved to the next item on the agenda - the Board delegation of authority to Executive Committee to create contract with the President. Vice Chair Cole noted that information regarding this agenda item is contained in the Board materials for the March 15, 2018, Board meeting.

Vice Chair Cole asked Secretary and University Counsel Pendleton to address this agenda item. Secretary Pendleton noted that according to an American College President study, the majority of university Presidents serve under a multi-year Presidential contract with standard terms including benefits, salary, automobile use, housing provision, and other terms. Secretary Pendleton also noted that this agenda item would authorize the Executive Committee to create an employment contract with President Glover, with said contract subject to approval by the full Board. Secretary Pendleton commented that the Tennessee Tech University Board of Trustees was in the process of developing and approving a contract for its President and MTSU was examining a possible contract for its President.

Vice Chair Cole asked President Glover for any comment. President Glover noted the statistics Secretary Pendleton referenced on the percentage of Presidents serving under a standard Presidential contract. She also voiced her support for creating a contract with the Executive Committee.

Vice Chair Cole then reiterated that this item only seeks authorization for the Executive Committee to create a contract with President Glover. The contract that is developed will be subject to approval by the full Board at the June 21st Board meeting, or a board meeting thereafter.

Vice Chair Cole then moved for the Executive Committee to recommend to the full Board that the Board delegate authority to the Executive Committee to create a contract with President Glover, as reflected in the March 15, 2018, Board materials. Trustee Martin seconded the motion. Vice Chair Cole called for a vote. The motion carried unanimously.

VII. PRESIDENT'S RECOMMENDATION FOR BOARD APPOINTMENT OF STUDENT TRUSTEE

Vice Chair Cole moved to the next item on the agenda - a report on the President's recommendation for Board appointment of the Student Trustee.

Vice Chair Cole recognized President Glover to discuss this agenda item. President Glover commented that she utilized the same process as last year to identify a student for recommendation to the Board to serve as the next Student Trustee. President Glover stated that the process utilized last year yielded a very talented person, Ms. Sydnie Davis, to serve as Student Trustee.

In describing the recommendation process, President Glover commented that the Student Government Association sent out announcements and solicited applications from students who were interested in serving as the next Student Trustee. She noted that the SGA evaluated numerous applicants for review by Cabinet members and other Student Affairs staff members. Following the evaluation and interviews by Cabinet members and Student Affairs staff, the reviewers recommended two candidates to her for an interview.

She indicated that after conducting interviews, she decided to recommend Ms. Braxton Simpson as the next Student Trustee. President Glover stated that Ms. Simpson is a freshman honor student majoring in agribusiness in the College of Agriculture. She also noted that Ms. Simpson is a native of Marietta, Georgia, a Dean's Scholar, and a member of Minorities in Agriculture, Natural Resources, and Related Sciences. President Glover highlighted that Ms. Simpson has secured a multi-year paid internship with a Fortune 200 company, Monsanto, while also maintaining a 4.0 G.P.A. President Glover also shared that Ms. Simpson is a member of the President's list, and Student Government Association, while holding the title of Miss. Freshman.

President Glover stated that for these reasons, she is recommending that the Board appoint Ms. Simpson to serve as the Board's next Student Trustee.

Vice Chair Cole thanked Dr. Glover for her comments and noted that the full Board will be taking up this agenda item for a Board vote.

VIII. ADJOURNMENT

Vice Chair Cole opened the floor for any additional business. After seeing none, Vice Chair Cole moved for adjournment. Trustee Martin seconded the motion.

With there being no discussion, Vice Chair Cole called for a vote. The motion carried unanimously. Vice Chair Cole adjourned the meeting at 11:40 a.m.

Tennessee State University

Board of Trustees



**Approval of the Executive
Committee's Recommended
Employment Agreement for
President Glover
and Delegation of Authority
to the Board Chair to
Execute the Agreement**

TENNESSEE STATE UNIVERSITY

BOARD OF TRUSTEES

ACTION ITEM

DATE: June 21, 2018

ITEM: Approval of the Executive Committee's Recommended Employment Agreement for President Glover and Delegation of Authority to the Board Chair to Execute the Agreement

RECOMMENDED ACTION: Approval

PRESENTED BY: Board Chair, Joseph Walker, III

At the March 15, 2018, Board meeting, the Board authorized the Board Executive Committee to create an employment contract with President Glover, subject to the Board's final approval. The Executive Committee has developed an employment agreement with President Glover.

The employment agreement is similar to the contract the Tennessee Tech University (TTU) Board of Trustees created for the TTU President. The TTU President's agreement also reflects language contained in the University of Tennessee President's contract.

The proposed employment agreement with President Glover also reflects standard terms in Presidential employment agreements at other universities throughout the country. The proposed employment agreement for President Glover contains standard terms governing Presidential contracts, including a five year (which is the term for the Tennessee Tech President), termination for cause and not for cause provisions, a provision governing outside activities by the President, housing provision, tenured faculty appointment, which President Glover already holds, and payout terms related to termination.

MOTION: To approve the Executive Committee's recommended employment agreement for President Glover, as contained in the Board materials for the Board's June 21, 2018, meeting, and delegate authority to the Board Chair to Execute the Agreement.

**EMPLOYMENT AGREEMENT BETWEEN
TENNESSEE STATE UNIVERSITY
AND DR. GLENDA GLOVER**

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the TENNESSEE STATE UNIVERSITY BOARD OF TRUSTEES (“Board”), the governing board for TENNESSEE STATE UNIVERSITY (“University” or “TSU”), a four year public university and institution of higher education in the State of Tennessee, and DR. GLENDA GLOVER, University President (“Dr. Glover,” “President Glover,” or the “President”).

WHEREAS, Commencing January 2, 2013, Dr. Glenda Glover has served as President of Tennessee State University;

WHEREAS, the University wishes to memorialize the employment of Dr. Glover in her service as President of the University, and Dr. Glover wishes to continue to serve as the President, subject to the terms and conditions of this Agreement;

WHEREAS, both the University and President Glover desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, by Board action on March 15, 2018, the Board authorized the Executive Committee to develop an employment contract for President Glover, and by Board action on June 21, 2018, the Board authorized the Chair of the Board to execute this Agreement with President Glover.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I

Term

- A. Term. The term of this Agreement shall be for five (5) years, commencing on July 1, 2018, and ending on June 30, 2023, unless terminated sooner as provided in this Agreement. This Agreement may be extended for additional terms upon written agreement of the parties.
- B. Expiration/Renewal. President agrees that the Board may allow this Agreement to expire and elect not to renew her appointment as President without complying with any University

personnel policy or procedure applicable to exempt employees, or triggering any contractual liability governing compensation and rights as President.

Article II

Employment as President

The Board currently employs President Glover to serve as President of the University. Effective July 1, 2018, President Glover shall be employed and serve as President of the University, and hereby accepts said employment, upon the terms and conditions, and for the compensation and other benefits, set forth in this Agreement.

Article III

Duties as President

- A. Reporting to the Board. President Glover shall report directly to the Board and shall be responsible to the Board for performing and carrying out the duties and responsibilities as President described herein.
- B. Other Duties and Responsibilities. President Glover's duties and responsibilities shall be those stated in the Board's bylaws and policies as they now exist or as amended from time to time, which are incorporated herein by reference as if fully set out, such other duties as may be assigned from time to time by the Board, Executive Committee, or required by federal or state laws, Board and University rules, policies, and such customary duties and responsibilities for university presidents generally.
- C. Outside Activities. While President Glover is expected to devote her full time, attention and best efforts to the performance of her duties as President, the Board recognizes that it is both appropriate and beneficial for President Glover, in her capacity as President, to engage in outside activities, such as, but not limited to, serving on for-profit, non-profit, and civic boards, consulting, delivering speeches, and writing. President Glover shall provide notice to the Chair of the Board before agreeing to serve as a director or similar position on a board. President Glover's outside activities shall be subject to compliance with the laws and policies described in Article X of this Agreement. With respect to boards on which President Glover currently serves, she shall provide the Chair of the Board with a list of the boards on which she serves no later than sixty (60) days from the date of execution of this Agreement. President Glover shall report annual leave, if applicable, for any time spent on outside service.

Article IV

Salary as President

- A. Base Salary.** As compensation for the service to be performed by President Glover pursuant to this Agreement and in accordance with industry norms, the Board, through the University, shall pay President Glover an annual base salary of \$322,520, payable in twelve equal monthly installments and subject to all requirements of state and federal law with respect to withholding or other deductions, through the term of this Agreement, as long as Dr. Glover remains President of the University.
- B. Salary Increases.** The Board may authorize increases in base salary based upon the President's performance during the preceding fiscal year in connection with the annual evaluation of her performance in accordance with Article VI. When funds are available for a general salary increase for University employees, the Board, on the recommendation of the Executive Committee, may act to increase the base salary during the term of this Agreement based on meritorious performance by the President or in accordance with any across-the-board salary increase authorized by the State of Tennessee for University employees.
- C. Automatic Adjustments.** The base salary shall not be automatically adjusted in accordance with any across-the-board salary increase authorized by the State of Tennessee for University employees.

Article V

Faculty Appointment

- A. Tenured Appointment.** Concurrently with her service as President, President Glover currently holds a tenured faculty appointment as Professor of Accounting in the College of Business.
- B. Duties Related to Faculty Appointment.** The President shall have no regular duties as Professor of Accounting and she shall receive no additional compensation for this faculty appointment. From time to time, with the prior written approval of the Chair of the Board, President Glover may teach a course as long as doing so will not interfere with performance of her duties as President.
- C. Salary as Tenured Professor.** If the Board allows this Agreement to expire without renewing it, or if President Glover voluntarily resigns as President, President Glover shall be permitted to continue as a tenured Professor of Accounting at a salary based on a nine (9) month or twelve (12) month appointment, as appropriate for the department, and based on no less than the average of the salaries of the top ten highest paid faculty members at the University on the date of the expiration or termination of this Agreement or the effective date of the President's

resignation. All other compensation, allowances, privileges, benefits and perquisites related to the position of President shall end no later than thirty (30) days after she ceases to serve as President.

Article VI

Performance Reviews

The President's job performance shall be reviewed annually, and shall be subject to a comprehensive review, in accordance with the Board-approved Procedures Governing the President's Annual Performance Review, as it now exists and as it may be amended in the future. The Board, on the recommendation of the Executive Committee, may pay the President a performance bonus.

Article VII

Fringe Benefits

President shall be eligible for University fringe benefits to the same extent as other full-time, exempt employees of the University, in accordance with University Policy.

Article VIII

Entertainment and Travel Expenses

- A.** Reimbursement of Entertainment and Travel Expenses. The University shall reimburse President Glover for her University related entertainment and travel expenses in accordance with University fiscal policies governing entertainment and travel, as they now exist and as they may be amended in the future. Exceptions to these fiscal policies for President, her spouse, family, or the President's office must be approved by the Chair of the Audit Committee in writing and in advance of any reimbursement. The Chair shall report approved exceptions to the full Audit Committee at its next regular meeting.
- B.** Expense Account. President Glover shall be afforded the use of an expense account, in the amount of \$5,000, to cover expenses that are incurred in the customary role as President. The Vice President for Business and Finance, or another University or Board official designated by the Board, shall maintain records governing expenditures made from said account. The Vice President for Business and Finance or Board designee shall submit a copy of the expense account report to the Chair of the Audit Committee and the Chair of the Board on an annual basis, or upon request by either Chair or a board member.
- C.** Use of an Automobile. The President is entitled to be reimbursed for transportation expenses, including mileage, in accordance the University's travel related policies. The President is also

entitled to utilize the use of a University owned vehicle to transport her to and from University related events, meetings, and other gatherings associated with her role as President. When useful to accommodate President Glover's work schedule and safety, a university employee may transport President Glover in the University owned vehicle when on University business.

- D.** Automobile Allowance. The President shall be provided an annual automotive allowance equal to \$8,400, in the event she elects to purchase a vehicle for her use as President.
- E.** Travel Related Honorarium. If the University pays related travel expenses for a speaking engagement or other professional activity of President, she must remit any honorarium she might receive to the University for credit against the account charged for the travel expenses. President may retain an honorarium only if the University does not pay related travel expenses.

Article IX

Housing

- A.** University Residence. President Glover currently resides in a University owned residence on the Tennessee State University campus (the "President's House"). In order for President Glover to continue to fully perform and efficiently discharge the extensive duties of her position as President, President Glover and her family may continue to reside at the President's House, under the terms set forth in this Agreement, as long as she serves as President. The University shall pay for cleaning supplies and costs of utilities and maintenance for the President's House, including all structures and grounds. President Glover shall be responsible for any personal expenditures, such as personal food and incidentals.
- B.** Entertainment and Events at the President's House. President Glover shall be permitted to entertain at her discretion at the President's House. For the benefit and convenience of the University, the President's House shall be available, and shall be used, for University-related business on a regular and continuing basis.
- C.** Housing Allowance. In the event President Glover chooses not to live in the President's House, the Board Chair shall be authorized to negotiate and execute an agreement with President Glover governing a housing allowance. The Board Chair shall report the agreed upon housing allowance to the Board at the first meeting of the Board following the execution of the housing allowance agreement.
- D.** Vacating the University Residence. Upon President's resignation, reassignment, termination under Article XI, or expiration of this Agreement, and unless otherwise directed by the Executive Committee, President shall vacate the President's House no later than forty-five

(45) days, or, in the case of termination under the disability provision of Article XI.E, no later than sixty (60) days, after the effective date of her resignation, reassignment, or termination, unless the Chair of the Board extends the vacate period.

Article X

University Policies and Procedures

Conflict of Interest Policy and Disclosure Statements

President shall comply with all University rules, policies and procedures applicable to exempt employees, now in effect or hereafter adopted or amended, including, but not limited to, the University's Conflict of Interest policy. President is not authorized to make an exception to any University policy or procedure for herself, her spouse, family, or the President's office. President shall timely file a disclosure statement with the Tennessee Ethics Commission as required by Tennessee Code Annotated §§ 8-50-501 *et seq.*

Article XI

Termination

- A. Termination without Cause. In its sole discretion and at any time during the term of this Agreement, the Board may elect to terminate this Agreement without cause upon written notice to President. The Board shall not be required to comply with any University personnel policy or procedure related to employee discipline or any other University policy or procedure applicable to exempt employees.
1. Payment upon Termination without Cause. If the Board terminates this Agreement without cause under this Article XI.A. and President elects to resign her tenured faculty appointment, the University shall pay the President an amount equal to President's final base salary as President times the number of years (including the pro-rata portion of a year) remaining in the term of the Agreement. Such payment shall be made in a lump sum, subject to all requirements of state and federal law with respect to withholding and other deductions, with the payment due on the University's next regular payday that follows the date of termination.
 2. Continued Employment as Tenured Professor upon Termination without Cause. If the Board terminates this Agreement without cause under this Article XI.A and President elects to continue employment with the University in her tenured faculty appointment as permitted by Article III of this Agreement, the following provisions shall apply:

- a. President's initial salary shall be fifty percent (50%) of her final base salary as President and shall continue at that rate during the remaining term of the Agreement.
- b. The University shall also pay President in an amount equal to 25% of President's final base salary ("25% payment") times the number of years (including the pro-rata portion of a year) remaining in the term of the Agreement. Provided the President fulfills all the requirements of this subsection, the University's 25% payment shall be made as a lump sum, subject to all requirements of state and federal law with respect to withholding and other deductions, with the payment due on the University's next regular payday that follows the expiration of sixty (60) days from the date of termination. The obligation of the University to pay the 25% payment shall be conditioned on President signing, timely returning to the University, and not revoking a release of claims in the form provided by the Board by the deadline specified therein, which in all events shall be no later than the sixtieth (60th) day from the date of termination.
- c. At the expiration of the term of the Agreement, President's salary will be determined based on a 9-month or 12-month appointment, as appropriate for the department, and, at the sole discretion of the Board, based on no less than the average of the salaries of the top ten highest paid faculty members at the University on the date of the expiration of this Agreement.

3. Limitation on Liability Related to Benefits. In no event shall the University's liability include payment of benefits or perquisites solely related to the position of President.

B. Termination for Cause. The Board, on the recommendation of the Executive Committee, may terminate this Agreement at any time for cause. "Cause" shall include any one or more of the following, as determined in the sole discretion of the Board: (1) failure to cure, after reasonable notice and opportunity to cure, deficiencies identified by the Board in a performance review or other writing; (2) indictment, admission of guilt, plea of *nolo contendere*, or conviction of a felony or a non-felony (except minor traffic citations); (3) theft or misappropriation of state or University funds, property, services, or other resources, including, but not limited to, misappropriation of state or University resources for personal purposes; (4) conduct that is unbecoming to the office of President or otherwise reflects adversely on the University; (5) refusal to comply with a lawful directive of the Board or its

designee(s); (6) intentional violation of University policies or procedures now in effect and hereafter adopted or amended; (7) dishonesty or other violation of professional ethics or responsibilities; (8) acts constituting a conflict of interest under applicable University policies or state law; (9) any material breach of this Agreement; or (10) any act of gross misconduct, as defined by University policy now in effect or hereafter adopted by the University. The grounds for termination contained in this section are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination.

1. Written Notice of Termination/Opportunity to Respond. Prior to terminating this Agreement for cause under Article XI.B. of this Agreement, the Chair of the Board shall provide President Glover with a written notice of the cause for termination and an explanation of the evidence supporting termination. President shall also be given an opportunity to respond to the proposed termination in a meeting of the Executive Committee to be held not less than seven (7) nor more than fourteen (14) calendar days, unless extended by the Chair of the Executive Committee for good cause, after the date of receipt of the written notice. At the meeting, President may be represented by counsel of her choice but not by counsel for the University.
2. Application of University Personnel Policy. President Glover agrees that the Board may terminate this Agreement for cause under Article XI.B. of this Agreement without complying with any University personnel policy or procedure related to employee discipline or any other policy or procedure applicable to exempt employees.
3. Resignation of Tenured Faculty Appointment. If the Board terminates this Agreement for a cause described in items (2) through (10) of Article XI.B. of this Agreement, President Glover agrees that the termination shall constitute a simultaneous resignation of her tenured faculty appointment, waiving any and all rights to hearings, appeals, or other procedures otherwise available by virtue of holding a faculty appointment.
4. Suspension Pending Termination Decision. The Board may suspend President with pay pending an investigation or decision relating to termination for cause under Article XI.B. (1) of this Agreement, or without pay pending an investigation or decision relating to termination for cause under Articles XI.B. (2) through (10) of this Agreement. If the Board determines that the allegations against the President are unfounded or otherwise not a sufficient basis for termination for cause under Article XI.B (2) through (10) of the Agreement, the President will be paid for the period

during which she was in an unpaid status.

5. Disciplinary/Corrective Action. For any one or more acts, omissions, or events that could be grounds for termination for cause under Article XI.B. of this Agreement, the Board may take other disciplinary or corrective action against President short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand, (b) suspension with pay, or (c) for a cause described in items (2) through (10) of Article XI.B. of this Agreement, suspension without pay. No such disciplinary or corrective action shall be construed to conflict with or limit the Board's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.
 6. Limitation on Additional Salary, Benefits, and Privileges. Upon the Board's termination of this Agreement for cause pursuant to Article XI.B. of this Agreement, President Glover shall not be entitled to further salary, housing, fringe benefits, privileges, perquisites, or any other form of compensation as President, except as expressly provided in this Agreement. If the Board permits the President to continue employment in her tenured appointment, her compensation shall be set at a salary based on a 9-month or 12-month appointment, as appropriate for the department, and, at the sole discretion of the Board, based on no less than the average of the salaries of the top ten highest paid faculty members at the University on the date of the termination of this Agreement.
- C. Reassignment in lieu of Termination. Acknowledging that her service as President is without tenure and solely at the will and pleasure of the Board, President Glover agrees that in its sole discretion and at any time, the Board, without terminating this Agreement, may reassign President to other duties. The Board shall not be required to demonstrate cause to reassign President to other duties; nor shall the Board be required to comply with any University personnel policy or procedure applicable to exempt employees. President agrees that upon reassignment to other duties, her base salary shall continue unchanged until expiration of this Agreement, and she shall continue to be eligible for University fringe benefits to the same extent as other full-time exempt employees of the University. However, all other compensation, privileges, benefits, and perquisites related to the position of President shall cease immediately upon reassignment to other duties.
- D. Termination Upon Death. This Agreement shall terminate automatically upon the death of President, and all salary, fringe benefits, privileges, perquisites, and any other form of

compensation shall terminate as of the calendar month in which death occurs, except that President's personal representatives or other designated beneficiary shall be paid any death benefits due President under University policy now in effect or hereafter adopted by the University. The automatic termination of this Agreement pursuant to this Article XI.D. shall not give rise to any obligation on the part of the University to pay liquidated damages to President under any provision of this Agreement. Upon President's death and unless otherwise directed by the Chair of the Board, President's family shall vacate the President's House no later than sixty (60) days after the death of the President.

E. Termination Upon Disability. This Agreement shall terminate automatically on the date President is disabled as defined herein, unless such termination is waived by action of the Executive Committee. "Disabled" shall mean: (1) in the opinion of a qualified physician retained by the University and consistent with applicable law, President has a physical or mental impairment that prevents her from performing one or more essential functions of President, with or without a reasonable accommodation, and will prevent her from doing so for one hundred twenty (120) consecutive calendar days or longer.

1. Compensation Upon Termination. Upon termination of this Agreement pursuant to this Article XI.E., all salary, fringe benefits, privileges, perquisites, and any other form of compensation from the University shall terminate except as expressly provided in this Agreement.
2. Tenured Faculty Appointment. If this Agreement terminates pursuant to this Article XI.E., President shall be permitted to effectuate her tenured faculty appointment pursuant to Article V.C. of this Agreement, provided, however, the President can perform the essential functions of the tenured faculty position with or without a reasonable accommodation, as determined by the Board, in consultation with designated University personnel. Determinations concerning her continued employment with the University shall be made in accordance with University policies, procedures, and practices applicable to tenured faculty.
3. No Additional Monetary Obligations. The automatic termination of this Agreement pursuant to this Article XI.E. shall not give rise to any obligation on the part of the University to pay liquidated damages to President under any provision of this Agreement.

F. Termination by Mutual Agreement. The Board and President may reach a mutual agreement for termination of this Agreement at any time prior to expiration of this

Agreement, provided such agreement is evidenced by a writing signed by both parties.

- G. Resignation.** This Agreement shall terminate on the effective date of President's resignation of or retirement from her employment as President. President shall provide the Chair of the Board a minimum of sixty (60) days' prior written notice of resignation of her employment as President. President shall provide the Chair of the Board a minimum of one hundred-eighty (180) days' prior written notice of her retirement from her employment as President. In its sole discretion, the Board may elect to waive these notice requirements and accept President's resignation or retirement effective as of any date certain. In its sole discretion, the Board may elect to place President on administrative leave with pay for all or any portion of time from the date of notice until the effective date of her resignation or retirement.
- H. Availability of Funds.** In accordance with requirements of state law, and notwithstanding anything in this Agreement to the contrary, this Agreement is subject to the appropriation and availability of funds. If funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate this Agreement as of June 30 of any year upon written notice to President; provided, however, that President's right under Article V.C. of this Agreement to continue as a tenured faculty member shall survive the termination of this Agreement under Article XI.H. President agrees that termination of this Agreement under this Article XI.H. shall not be deemed a breach of this Agreement by the Board and that upon such termination, she shall have no right to recover from the University any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Article XII

Miscellaneous

- A. Complete Agreement.** This Agreement contains the complete agreement between the parties concerning President Glover's appointment as President. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement. This Agreement fully supersedes any and all prior agreements or understandings, written or oral, involving President Glover's service as President.
- B. Modification.** This Agreement may only be modified by a writing signed by both parties.

- C. Severability. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- D. Governing Law. This Agreement shall be interpreted in accordance with Tennessee law without reference to its choice of law principles.
- E. Waivers. A party's failure to respond to a breach by the other party shall not operate as a waiver of rights under this Agreement or otherwise. Any delay or omission by a party in its exercise of any right or power accruing upon any breach shall not impair or constitute a waiver of such right or power by that party, and any such right or power may be exercised from time to time and as often as may be deemed expedient. The waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- F. Execution and Counterparts. This Agreement shall not be effective unless executed by an authorized Board representative and President Glover. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.
- G. Records and Documents. All documents, files, records, papers, reports, materials, correspondence, and copies thereof (in any format, including electronically stored information), received or prepared by President in the course of performing, or as an incident to, President's duties and responsibilities under this Agreement are and shall remain the sole property of the University. Within three (3) days of the expiration or termination of this Agreement, President shall return all University property in her possession. The foregoing provisions shall not apply to President's personal notes, personal memorabilia, diaries, and similar personal property of President that she is entitled to retain.
- H. Deductions for Amounts Owed. Upon termination of this Agreement, University may deduct any amounts President Glover owes to the University from President Glover's salary payments or from any other payouts.
- I. Assignment. President Glover's obligations, duties, rights and interests under this Agreement shall be personal and not assignable or delegable in any manner whatsoever.

- J. Claims.** Any and all monetary claims against the Board, University, or State of Tennessee, including their respective officers, agents, governing board members, and employees, shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. §9-8-307.
- K. Confidentiality.** President Glover acknowledges that as a result of her employment, she will have access to substantial confidential and/or propriety information, including but not limited to, business and strategic plans, faculty files, office files, documents pertaining to admissions, business and contractual relationships, internal financial data of the University, and protected student information. President Glover agrees and acknowledges that this information is sensitive and confidential and should be available to the public except as may be required by law or for the governance and administration of the University. Accordingly, following the term of her employment as President of the University, Dr. Glover agrees that she will not at any time, disclose or cause to be disclosed to any person or entity any Confidential Information except (a) to the extent that such information is already in the public domain not as a result of a breach of this Agreement; (b) where required to be disclosed by court order, subpoena or other government process; or (c) to the extent necessary to enforce the terms of this Agreement.
- L. Joint Preparation.** Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.
- M. Titles, Headings and Sub-Headings.** The titles to the articles and paragraph headings of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- N. Notices.** All notices required or allowed by this Agreement shall be hand delivered, emailed – receipt acknowledgment requested, or mailed by certified mail, postage prepaid, return receipt requested. Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the Board:

Tennessee State University

Attn: Laurence Pendleton, University Counsel and Board Secretary

3500 John Merritt Boulevard

Suite 260
Nashville, TN 37209-1561

If to the President:

Dr. Glenda Glover
Office of the President
Tennessee State University
3500 John Merritt Boulevard
Campus Post Office Box 9626
Nashville, TN 37209-1561

THIS AGREEMENT, having been approved by the Board of Trustees of Tennessee State University, is entered into by Dr. Glenda Glover and the Board, through its designated representative, this ___ day of _____, 2018.

THE BOARD OF TRUSTEES OF
TENNESSEE STATE UNIVERSITY

DR. GLENDA GLOVER

By:

Board Chair

Glenda Glover, President

Dated: _____

Dated: _____

Approved as to form and legality:

Laurence Pendleton, University Counsel & Board Secretary
Tennessee State University

Date

TENNESSEE STATE UNIVERSITY

BOARD OF TRUSTEES

DISCUSSION ITEM

DATE: June 21, 2018

ITEM: Discussion of the Executive Committee's Procedures
Governing the President's Annual Performance Review

RECOMMENDED ACTION: None

PRESENTED BY: Chair of the Executive Committee,
Board Chair Joseph Walker, III

The Board approved the Executive Committee's Procedures governing the President's Annual Performance Review at its March 15, 2018, Board meeting. The Procedures are included in the materials for reference.

**Tennessee State University Board Executive
Committee Procedures Governing the
President’s Annual Performance Review**

I. Purposes

- A. General Purpose. The procedures and process described herein are implemented to establish the method by which the Board shall evaluate the President’s performance on an annual basis. The procedures/process set forth below allow the Board the opportunity to provide input into the President’s annual evaluation while affording the President the same level of confidentiality enjoyed by all other Tennessee State University employees.

- B. Specific Purposes. The specific purposes of the annual performance review are:
 - 1. To enable the President and the Tennessee State University Board of Trustees (“Board”) to set mutually agreeable goals in connection with the President’s performance of her/his responsibilities/duties,
 - 2. To assess the President’s progress and achievement on the established goals,
 - 3. To assist the Board in determining whether the President’s performance is effective,
 - 4. To enable the President to enhance his or her performance and leadership,
 - 5. To promote good communications and strong working relationships between the President, the Board, and Tennessee State University constituencies, and
 - 6. To assist the Board with decisions on compensation and other terms of employment for the President.

II. Responsibility

- A. Pursuant to TSU Policy 004 (Selection, Evaluation, and Retention of the President), the Board is responsible for assessing the President’s annual performance.

- B. Pursuant to TSU Policy 004, the Board has delegated to the Executive Committee the responsibility for organizing and conducting an annual performance review of the President.

III. Process for the President’s Annual Performance Review

- A. The President shall prepare a confidential written self-assessment statement in a format and according to a timetable mutually agreed upon by the President and the Executive Committee. The confidential statement shall include the following:
 - 1. Progress toward meeting goals and expectations previously agreed upon¹ by the President and the Board,
 - 2. Assessment of Tennessee State University’s strategic directions pertaining to its mission and vision statements,

¹ This requirement is not applicable to the President’s evaluation in fiscal year 2018 or in the first year of any subsequent President’s tenure. In those cases, the President shall identify reasonable goals in writing and submit them to the Executive Committee and Board for approval.

3. Assessment of contributions to the overall academic quality of Tennessee State University, including its achievements and accomplishments,
 4. Assessment of Tennessee State University's financial status,
 5. Identification of significant institutional challenges faced over the prior year, and a prospective statement of challenges and opportunities facing Tennessee State University in the upcoming year, and
 6. Goals proposed by the President for the coming year.
- B. After receipt of the President's confidential self-assessment statement, the Executive Committee will confidentially share the President's self-assessment with the Board and solicit confidential feedback from the Board members on the President's statement.
 - C. The Executive Committee, in its sole discretion or at the request of the Board, may solicit confidential feedback from faculty, administrators, or staff, as needed.
 - D. The Chair of the Board or a member of the Executive Committee designated by the Chair (either of whom hereinafter referred to as "the Executive Committee Representative") will summarize the comments from the Board and others invited by the Executive Committee to provide feedback, and share the summary with the Executive Committee for its review.
 - E. Based on the summary of the materials received, the Executive Committee Representative will meet with the President concerning the President's self-assessment statement, feedback received, and the President's goals and expectations for the coming year.
 - F. Based on the President's self-assessment statement, feedback received, and the meeting with the President, the Executive Committee Representative will prepare a confidential draft written assessment of the President's performance, and share this assessment with the President and the Board, who may offer confidential written comments concerning this assessment. The Executive Committee Representative will incorporate these comments as appropriate.
 - G. The Executive Committee Representative will provide a copy of the final confidential written assessment to the Board and the President.
 - H. The Executive Committee, in its sole discretion, may vary the requirements of the annual performance review process.

IV. Periodic Comprehensive Review of the President's Performance

- A. The President shall also be subject to a comprehensive performance review every five years.
- B. When a comprehensive review is performed, it is to be incorporated into the annual review process, with such adjustments to the schedule as may be necessary.
- C. At the discretion of the Executive Committee or by request of the Board, the comprehensive review may be performed with the assistance of one or more outside, independent consultants to be chosen by the Executive Committee.

- D.** The specific details for a comprehensive review will be determined by the Executive Committee in consultation with the consultant, if one is utilized, and the President.
- E.** The comprehensive review shall include input from the University administration, faculty, staff, and students, and may include input from others, including alumni leadership and community members.

Adopted: March 15, 2018.