

STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION

CONDITIONS OF EMPLOYMENT FOR SYSTEM PRESIDENT

BP 3-16

APPROVED: March 12, 2003
EFFECTIVE: March 12, 2003

REFERENCES:
C.R.S. 23-60-101, et seq.; State Fiscal Rules

ISSUED BY:

Patricia A. Erjavec, Board Chair

Policy Statement

The System President shall be provided with an employment contract subject to the conditions of this policy.

Scope

This policy applies to the System President.

Term of Contract

The term of the System President's initial contract of employment shall be for two years. The term for subsequent contracts shall be three years. With the concurrence of the System President, different terms may be approved by the Board if there are extenuating circumstances. The salary may be adjusted annually during the term of the contract at the discretion of the Board.

Job Description

The System President's contract shall include a job description of the assigned duties and responsibilities of the position.

Nonrenewal

The Board may decline to renew the contract of the System President. In such case the Board Chair shall give notice of nonrenewal.

Contract Termination

The initial and the subsequent contracts of the System President can be terminated during the term of the contract by:

1. Resignation
2. Retirement
3. Non-appropriation (as required by C.R.S. 24-19-104 (1.5)(a))
4. No-fault separation
5. For cause at any time. Cause shall be defined as: violation of laws, conviction of a felony or acceptance of a guilty plea or a plea of *nolo contendere* to a felony; failure to fulfill the provisions of the employment contract; moral turpitude; or mental or physical disability after reasonable accommodation which substantially interferes with the person's ability to perform the essential functions of the job. If termination for cause is recommended during the term of the contract, the System President is entitled to notice and the opportunity to be heard prior to such termination.

If System President is terminated for cause, no payments shall be owed or paid except for compensation that was earned prior to termination pro-rated to the date of termination.

Evaluation

Annual Review: The Board shall review the System President's performance each year. This review may include, but is not limited to, evaluation of the System President's progress toward achieving goals and adjustment of said goals, if appropriate.

End of Term Evaluation: The Board shall evaluate the System President's performance during the last year of the contract term based on the following criteria:

1. Educational leadership
2. Administrative management
3. Achievement of System goals, objectives, and initiatives
4. Community, business and industry, K-12, and 4 yr. colleges/universities relationships/partnerships
5. Leadership skills

The evaluation shall also include feedback/input from a sample of the community, selected community leaders, business and education CEO's, and public officials.

Health Benefits

The System President is provided those health and welfare benefits that are provided to Administrators in the Board's policy on employee benefits.

Compensation

1. Salary
 - A. The System President's base salary shall be set by the Board.
 - B. The System President will be eligible for:
 - Annual performance-based increases that shall be base-building.
 - Annual non-base building performance bonus of up to 15% of base salary to recognize exemplary accomplishments/service that

add value to the System and which are above and beyond job expectations.

2. Commercial liability insurance will be provided for the System President.

Leave

The System President is eligible for annual leave, sick leave, bereavement leave, paid holidays, jury leave, and military training leave as provided for Administrators in the Board's policy on employee benefits.

In addition, the Board may grant the System President paid leave to provide professional services to individuals or to non-state institutions or agencies. If the System President receives compensation for such services, the compensation may be retained by the System President provided that:

- 1) the professional activity is not in conflict with and contributes to the overall image and professional stature of the System, and to the professional development of the System President;
- 2) the total compensation retained during any fiscal year does not exceed one-tenth (1/10) of the System President's annual salary; and
- 3) the System President's absence will not be detrimental to the growth, development, and stability of the System.

The Board may grant the System President leaves of absence with or without pay for up to one month under such terms and conditions as the Board may specify.