



4-21-2004

University of Tennessee Board of Trustees Exhibit Records, 2004 April 21, Exhibit 1 - 2

University of Tennessee

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Vice President, General Counsel,
and Secretary of the University
719 Andy Holt Tower
Knoxville, TN 37996-0170
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M E M O R A N D U M
Via Facsimile or E-Mail

TO: Members of the Board of Trustees

FROM: Catherine S. Mizell

DATE: March 17, 2004

SUBJECT: Presidential Interviews
April 20-21, 2004
Knoxville

On April 20, the Presidential Search Committee will meet in Knoxville to interview candidates for President. From four to six candidates will be interviewed that day, beginning at 8:00 a.m. and continuing through most of the day. A complete schedule of events will be distributed after the Search Advisory Council meets on April 15 to determine the candidates it will recommend to the Search Committee.

On April 21, the Board of Trustees will interview no less than three finalists recommended by the Search Committee. The tentative schedule calls for the interviews to begin at 8:00 a.m. and end by noon. The meeting to select the next President will begin at 1:00 p.m.

A reception and dinner for Trustees, President's Staff, and special guests will be held on the evening of April 21 at the University Club. The new President will attend if his or her schedule allows.

To assist us in making hotel reservations, please complete the attached form and return it by fax at 865-974-3074.

CSM:ll

THE UNIVERSITY of TENNESSEE

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TENNESSEETODAY *CURRENT NEWS FROM UT*

Good Afternoon
June 30, 2004
Updated Daily

FOR IMMEDIATE USE
April 16, 2004

UT Board, Search Committee To Meet

[Top Stories](#)

KNOXVILLE – The University of Tennessee Board of Trustees and its presidential search committee will meet April 20 and 21 to continue the selection process for UT's next president.

[Current News
Releases](#)

The search committee will convene at 7:45 a.m. April 20 in the University Center Hermitage Room. Interviews with the six candidates for the presidency will begin at 8 a.m.

[Archives](#)

[@tennessee](#)

Following the interviews, the nine-member search committee will meet at 8 p.m. in the Hermitage Room to select not less than three candidates to recommend to the full board.

[Great Things are
Happening](#)

The board will interview the finalists beginning at 8:00 a.m. April 21 in the Hermitage Room. Following the interviews, the board will meet to select UT's 23rd president.

[The Office of
Public Relations](#)

[The Daily Beacon](#)

The candidates are:

[Major Tennessee
Daily Newspapers](#)

[Dr. Jack Burns](#), vice president for academic affairs and research of the University of Colorado system.

[The Knoxville
News-Sentinel](#)

[Dr. Brady Deaton](#), provost and executive vice chancellor for academic affairs at the University of Missouri, Columbia.

[Tennessean](#)

[Dr. Kermit Hall](#), president of Utah State University.

[Chattanooga
Times
Free Press](#)

[Dr. Kenneth Olden](#), director of the National Institute of Environmental Health Sciences and director of the National Toxicology Program.

[The Commercial
Appeal](#)

[Dr. John Petersen](#), provost and executive vice president at the University of Connecticut.

Dr. Bill Stacy, chancellor of University of Tennessee at Chattanooga.

More information about the search is available at
<http://pr.tennessee.edu/presidentialsearch>.

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Contact:

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865-974-1000 Voice/TDD

THE UNIVERSITY OF TENNESSEE
BOARD OF TRUSTEES
SPECIAL MEETING

1:00 p.m. or later¹
Wednesday, April 21, 2004

Hermitage Room, University Center
Knoxville, Tennessee

ORDER OF BUSINESS

- I. Call to Order
- II. Roll Call
- III. Introductory Remarks
- IV. Review of Procedures
- V. Discussion of Strengths of Candidates
- VI. Voting for Top Two
- VII. Discussion of Strengths of Top Two
- VIII. Voting for Twenty-third President
- IX. Approval of Letter of Offer and Intent
- X. Authorization to Negotiate an Employment Contract
- XI. Adjournment

¹ Meeting will convene approximately 15-30 minutes following the last of any afternoon interviews.

PRESIDENTIAL SEARCH ADVISORY COUNCIL

STUDENTS

Lacy Long
UT Health Science Center

Tiffany Trice
UT Martin

James Armour
UT Chattanooga

Daniel Klyce
UT Knoxville

EXEMPT STAFF

Rebecca Peterson
Center for Industrial Services

ALUMNI

Jim Duke
President
UT National Alumni Association

Spruell Driver
President-Elect
UT National Alumni Association

Debbie Diddle
En Vision Group, LLC
Knoxville

Roger Dickson
Miller & Martin
Chattanooga

FACULTY

Larry Hak
UT Health Science Center

Nancy Warren
UT Martin

Vic Bumphus
UT Chattanooga

Peter Höyng
UT Knoxville

NON-EXEMPT STAFF

Charmagyne Akram
UT Health Science Center

TRUSTEES

Jim Murphy, Chair
Nashville

Waymon Hickman
Columbia

John Thornton
Chattanooga

Susan Williams
Knoxville

Trustee Andrea Loughry, Chair of the Search Committee, is an *ex officio* member of the Search Advisory Council.



April 21, 2004

Re: Letter of Offer and Intent Concerning the Position of President of The University of Tennessee

Dear _____ :

It is my honor, on behalf of the Board of Trustees, to offer you the position of President of the University of Tennessee, effective July 1, 2004, or any earlier date that may be mutually agreed upon. This Letter of Offer and Intent will record the basic terms of your appointment, which will be formalized in a written employment contract to be executed at the earliest date possible. If we are unable to reach agreement on the terms of an employment contract, neither party will have any liability under this Letter of Offer and Intent.

The employment contract will be for a term of two (2) years, renewable for additional two-year terms. Your compensation as President will include the following components:

- Base salary of \$380,000 per year, payable in twelve monthly installments of \$ 31,666.66.
- Non-accountable expense allowance of \$20,000 per year, payable in twelve monthly installments of \$1,666.66.
- Use of the President's Residence located at 940 Cherokee Boulevard, Knoxville, Tennessee.
- Use of a University vehicle.
- The University's standard fringe benefit package.

The employment contract will include, but not be limited to, terms and conditions providing essentially as follows:

- If you remain in active service as President of the University of Tennessee five (5) years from the effective date of your appointment, the University will pay you a retention bonus in the amount of \$250,000.
- If the faculty of an appropriate academic unit of the University concurs, the Board will grant you a faculty appointment at the rank of professor with tenure or, alternatively, for a definite term of years beyond your service as President. This appointment would be made at the next regular meeting of the Board after the concurrence of the faculty of an appropriate academic unit has been obtained. If you cease to serve as President for any reason other than cause as defined in the contract, and if you continue thereafter to serve in a full-time faculty appointment at the rank of professor, your initial base salary as professor shall be equal to the average salary for full-time professors in the academic unit where you hold a faculty appointment (excluding Chairs of Excellence, Distinguished Scientists, Distinguished Research Professors, and any other special faculty appointments).
- You shall not receive salary, benefits, or other compensation for service as President from any source other than the University of Tennessee. [Note: This provision prohibits the President from accepting any form of compensation for service as President from any source other than the University. It does not prohibit accepting compensation for outside services. Outside services are addressed in the next provision, which requires prior written consent of the Vice Chair.]
- You shall not engage in outside employment, consulting, or directorships without the prior written consent of the Vice Chair of the Board.
- Expenditures for travel (including use of the University airplane), entertainment, and the President's Residence shall be in strict accordance with University policies, and you shall not be authorized to make exceptions to those policies for yourself or for the President's office.
- Your performance will be reviewed in accordance with the Board's policy on presidential performance reviews, and these reviews will be used in determining your future compensation and other terms of employment.
- The University may terminate the contract at any time for cause as defined in the contract. The contract definition of "cause" will include, but not be limited to, the following grounds: (1) a determination by the Board, through an annual or cumulative performance review, that your performance has been unsatisfactory; (2) a vote of "no confidence" in your presidency by three-fourths of the members of the Board of Trustees; (3) misappropriation of University resources for personal

purposes; (4) conduct in violation of the University Code of Conduct or other conduct unbecoming to the office of President; and (5) acts of gross misconduct within the meaning of University policy.

- If the University terminates the contract for cause, the University shall not be liable for any salary, benefits, perquisites or any other form of compensation to you after the date of termination, and you agree to resign simultaneously any faculty appointment you may hold, waiving any and all rights to hearings, appeals, or other procedures otherwise available by virtue of holding a faculty appointment.
- If you resign as President, the University shall not be liable for any salary, benefits, perquisites or any other form of compensation to you after the effective date of your resignation, except compensation for service in any faculty appointment you may continue to hold after your resignation as President.
- Your service as President is subject to the will and pleasure of the Board of Trustees, and the Board may reassign you to other duties within the University any time prior to expiration of the term of the contract. Upon reassignment to other duties, your base salary would continue unchanged until expiration of the term of the contract, but all privileges, benefits, and perquisites related to the position of President would end no later than thirty (30) days after the reassignment of duties.

, it is with great anticipation and pleasure that I offer you the position of President. We look forward to your leadership and vision for our great University.

Sincerely,

R. Clayton McWhorter
Vice Chair
Board of Trustees

ACCEPTED:

Signature

Date