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Central Washington University Presidential Contract

I. Preamble

This contract of employment (“Agreement”) is executed by and between the Board of Trustees (the “Board”) of Central Washington University (the “University”) and the President of Central Washington University (the “President”) with the mutual understanding that the Board formulates and adopts policies of the institution and the President, as the chief executive officer, carries out those policies and exercises administrative authority at the operational level. The Board and the President recognize that they must develop and maintain a close working relationship and shared vision concerning the overall management and direction of the institution. Both the Board and the President will expend their best efforts to see that this is accomplished for the benefit of the institution as a whole.

II. Appointment

The Board of Trustees of Central Washington University hereby appoints A. James Wohlpart, Ph.D., as President of the University. This appointment shall run for a term of three years with the initial term beginning June 21, 2021, through and including July 31, 2024 (the “Initial Term”), subject to extension as provided herein.

III. Faculty Appointment

The Board of Trustees grants the President a tenured faculty appointment at the University as Professor of English in the Department of English, College of Arts and Humanities. Following service as President, the President may elect to serve in this faculty position at a faculty salary equivalent to that of the then-highest paid full professor within the department of the President’s tenure assignment, which shall mean the highest nine-month base faculty salary, exclusive of grants, overloads, and summer stipends, but without prejudice to any rights to faculty overload or summer assignments under the then applicable provisions of the Faculty Collective Bargaining Agreement, and any benefits to which faculty are then eligible to receive. Immediately following his service as President, the President shall be granted a sabbatical period of up to nine months to prepare for returning to faculty service, compensated at 75% of the President’s then current Presidential salary, and subject to continuing benefit eligibility in accordance with any then applicable sabbatical policies. However (and without in any way limiting the scope of cause for which this Agreement may be terminated under Article XI hereof), the President shall not be entitled to a faculty appointment if this Agreement is terminated based on serious acts or omissions of a criminal, fraudulent, or otherwise illegal nature or that involve substantial and material dishonesty or moral turpitude.

IV. Evaluation and Contract Extension

During the month of July of each year, or approximately at that time, the Board shall evaluate the performance of the President using such methods and criteria as the Board may determine in consultation with the President. At the discretion of the Board, however, an evaluation may occur at any time. At the time of each annual evaluation, the Board may, but is not required to, extend the duration of this Agreement beyond the Initial Term for an additional period not to exceed three years. Any extensions of this Agreement must be contained in a written agreement signed by the President and the Board and adopted at a meeting open to the public.

V. Duties

The President shall act as the chief executive officer of the University and shall be responsible for all subordinate personnel and for carrying out such duties and responsibilities as may be directed by the Board or as may be set forth in the administrative policies of the institution and/or applicable laws. The President shall perform all duties and shall carry out all responsibilities that the Board has delegated to the President by resolution or otherwise. The Board reserves the right, in its sole discretion, to assign or reassign the duties of the President.

The President and the Board acknowledge and agree that the duties hereunder shall be to supervise the entire program of activities at the University and that such duties shall be commensurate with those customarily performed by presidents of public universities of comparable size and type, including but not limited to developing the institutional mission and educational program; long-range strategic and budget planning; managing and developing the financial, capital, and human resources of the institution; and maintaining strong and positive relations with internal and external constituencies, as well as such other duties as may from time to time be mutually agreed upon or assigned by the Board.

The President shall at all times keep the Board fully informed of significant issues affecting the University, including but not limited to concerns related to the performance of key personnel, budgetary challenges, changes in enrollment, litigation, and the reputation of the institution. The President shall provide special reports or other information requested by the Board. Between Board meetings, the President shall report to the Chair of the Board, but any written material shall be distributed to all members of the Board.

The President agrees to perform at all times, faithfully and industriously, and to the best of the President's ability, experience, and talents, all of the duties that may be required pursuant to the express and implicit terms hereof to the reasonable satisfaction of the Board of Trustees. The President agrees to respect and obey all applicable laws, rules, and regulations of the State of Washington and to act at all times in a thoroughly professional manner so as not to bring discredit upon the President or the institution.

VI. Salary

The annual salary of the President shall be \$400,000, prorated, subject to whatever periodic cost of living adjustments may be provided by the Board for administrative exempt employees during the term of this Agreement. The salary shall be paid semi-monthly on the state's regularly scheduled payroll dates. Any additional adjustment in the salary of the President, other than a periodic cost-of-living adjustment, shall be implemented by resolution or motion duly adopted by the Board at an open public meeting and shall be evidenced by written addendum to this Agreement.

VII. Housing and Relocation Expenses

The University will provide an official residence in which the President will be required to reside, as a condition of employment and solely as a matter of convenience to the University. The University will provide or pay for utilities, maintenance, and property insurance (other than personal property insurance). The President's residence will continue to be used for official functions of the University; provided however, such functions will not unduly disrupt the President's use of the property as a residence.

The University will reimburse the President's actual and reasonable household relocation and related travel costs as necessitated by this appointment to the extent permitted under RCW 43.03.120 and regulations of the Office of Financial Management, but not to exceed \$20,000 without advance approval of the Chair of the Board in consultation with the Chief Financial Officer. The University will also pay for trips for the President and his spouse to visit the University prior to the beginning of the Initial Term, including the cost of roundtrip airfare, lodging, and reasonable meals during any visit.

VIII. Benefits

The President will receive the following benefits as authorized pursuant to applicable state law and University policy as now enacted or hereafter amended:

1. The University will provide health/dental, term life, and disability insurance benefits as authorized under chapter 41.05 RCW and University policy for public employees of the State of Washington. The President may elect at the President's expense to participate in such additional life and disability insurance programs as may be available for public employees of the State of Washington.

2. The President shall accrue paid annual vacation leave to a maximum of thirty (30) days a year in accordance with RCW 43.01.040 and 43.01.044 unless the Board defers the President's request for leave for legitimate reasons related to the operations of the University. Vacation leave shall be taken at the convenience of the Board and may be paid as terminal leave in accordance with state law.

3. The President will accrue paid sick leave in accordance with University policies as now adopted or hereafter amended and which shall be compensable to the extent permitted by University policy and RCW 41.04.340.

4. Retirement contributions and benefits will be paid in accordance with the Central Washington University Retirement Plan (CWURP) adopted by the Board of Trustees. The President may elect at the President's expense to participate in the State Deferred Compensation Program or the University's Voluntary Investment Program, subject to applicable eligibility requirements and maximum tax deferral limits.

5. The University will provide the President with a monthly taxable automobile allowance of \$1,000. The President will be responsible for any insurance, maintenance, operating, and other costs relating to any personal vehicle(s) used by the President for business purposes and will not receive any other reimbursement for such vehicle use.

6. The University will provide tickets, including guest tickets, to CWU athletic, artistic, musical, cultural, and other campus events in fulfillment of the Board's expectation that the President will be visible in the community and actively participate in University events and activities.

7. The University will pay the President's professional dues and memberships, and such other fringe benefits as may be incidental to this appointment, to the extent permitted by applicable state law or University policy.

IX. Expenses

The President, to the extent permitted by law, shall be reimbursed for reasonable business expenses incurred in the performance of the duties set forth in this Agreement and, except as limited by Article VIII, Section 5, of this Agreement, shall also receive travel and per diem allowances in accordance with RCW 43.03.050, 43.03.060, and applicable regulations of the Washington State Office of Financial Management. The University shall pay the travel expenses of the President's spouse/partner when such travel is required in connection with the President's performance of official duties, subject to review and approval of such expenses by the Chair of the Board in consultation with the Chief Financial Officer.

X. Termination for Convenience

The Board of Trustees, at any time following the first six (6) months of the President's employment hereunder, may terminate this Agreement for convenience, which means without cause and in the Board's sole discretion, by providing written notice to the President. Such notice will specify the effective date of termination, which may be immediate. Upon the effective date of termination, the President's employment by the University as President will end and this Agreement terminates, subject to any provisions which remain in effect as triggered by the termination, including the President's faculty appointment under Article III. In the event of termination under this Article X, the University shall pay as separation pay an amount equal to the President's then applicable monthly salary times twelve (12) months. Such separation payment shall be made without interest.

Payment by the University under this Article X constitutes liquidated damages and is in satisfaction of any and all other payments and benefits otherwise due the President under this contract or any claims whatsoever that the President may have against the University under this contract or

otherwise, and the President agrees as a condition of payment of the separation pay under this Article X to execute and deliver to the University a fully binding and non-revocable release of claims in such form as the University may reasonably require. Such execution and delivery must be made prior to the separation payment described in this Article X. The President's failure to execute and deliver any release required hereunder, and for such release to become fully binding and non-revocable before the last date on which payment may be made under the next following paragraph, voids the University's obligation to pay separation pay under this Article X.

Payment under this Article X shall be made within 60 days following the effective date of termination, but if the total amount to be paid exceeds one year's base salary, then the amount in excess of one year's base salary shall be paid *no later than* the last date on which such amount would qualify as a short-term deferral under Treas. Reg. §1.409A-1(b)(4) (such that the separation pay is not a "deferral of compensation" subject to Internal Revenue Code §§409A or 457(f)) ("Section 409A"). This Agreement is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A or shall comply with the requirements of Section 409A.

The separation payment(s) hereunder shall be subject to any required payroll deductions, but shall not be "compensation" under the Central Washington University Retirement Plan (CWURP), or any successor plan, and shall also not be salary subject to a "salary reduction agreement" under the Central Washington University Voluntary Investment Plan (VIP), or any successor plan, and therefore will not be taken into account for purposes of University or participant contributions to any such plans. Termination under this Article X shall be without prejudice to the President's faculty appointment rights under Article III hereof.

XI. Termination for Cause

The Board of Trustees may upon written notice terminate this Agreement for just cause, for the President's material breach of any term of this Agreement or material failure to perform reasonable duties assigned by the Board, or for the President's incapacity or inability, with or without reasonable accommodations, to perform the essential functions of the position; provided however, the Board shall provide the President notice of the basis for such termination for just cause within 10 days of learning the basis for such just cause and no less than 30 days for the President to cure such basis. The Board shall not deem the President incapable or unable unless and until the President is unable to perform the essential duties of his position under this Agreement for a period of at least 120 days in any 365-day period. In the event of termination under this Article XI, the President shall be entitled to an informal hearing before the Board. The President must submit a written request for such hearing within fifteen (15) calendar days of receiving the written notice of termination or the right to a hearing shall be deemed waived. The Board shall schedule such hearing to take place within fifteen (15) calendar days of the receipt of such request. During any such proceeding, the President's duties may be reassigned and the President may be given such other assignments as the Board deems appropriate, but the President's salary may not be diminished during the fifteen (15) day period for requesting a hearing or, in the event of a hearing, pending completion of the hearing and a decision by the Board. The decision of the Board shall be final.

XII. Work Products

All correspondence, papers, documents, reports, files, films, work products, and all copies or derivatives thereof received or prepared by the President in the course of performing, or as an incident to, the duties and responsibilities hereunder shall immediately, upon such receipt or preparation, become the exclusive property of the University for any and all purposes. All such materials shall be provided to and left with the University upon termination of this appointment, except as otherwise agreed by the Board of Trustees. However, the President shall retain the ownership of any intellectual property rights in scholarly works, including publications, produced in the President's academic efforts pursuant to CWUP 2-40-120.

XIII. Outside Compensation

The President may accept outside employment for private consultant services and board of director responsibilities with private companies or organizations, provided that the President takes any appropriate leave and that such outside activities: (1) do not fall within the President's official duties, interfere with the carrying out of such official duties, or involve a conflict of interest with respect to such duties; (2) do not involve the improper personal use of University resources, time, materials, or facilities; (3) are otherwise in compliance with the Ethics in Public Service Act, Chapter 42.52 RCW, and other applicable laws; and (4) are each approved by the Chair of the Board of Trustees. Any income received by the President in connection with approved outside activities shall have no effect on the President's compensation under this Agreement.

XIV. General Provisions

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations, and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made to or by them. No modification or waiver of this Agreement shall be valid or binding unless signed in writing by the parties.

The terms and conditions of appointment set forth herein may be amended or modified by mutual agreement of the Board and the President. Such modifications may be made by resolution or motion duly adopted by the Board at an open public meeting, which action shall be reflected by a written addendum to this Agreement and signed by the President and Chair of the Board.

This Agreement incorporates by reference the Exempt Employees' Code of Central Washington University. To the extent of any conflict between the Code and this Agreement, this Agreement will prevail. This Agreement shall be subject to all applicable laws of the State of Washington relating to public employment. Should the compensation of the President or other aspects of this Agreement be adversely impacted by changes in applicable laws, including but not limited to the Internal Revenue Code, the parties will negotiate amendments to this Agreement in good faith to mitigate such impacts to the extent possible.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any disputes under this Agreement shall be in the courts of Kittitas County. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Board and the President have executed this Agreement this _____ day of January, 2021.

RON ERICKSON
Chair, Board of Trustees

A. JAMES WOHLPART
President

Approved as to Form
Alan Smith, AAG
January 2021