

Green River Community College Presidential Contract

I. Preamble

This contract of employment is executed by and between the Board of Trustees and the President of Green River Community College District No. 10 ("College") 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 Green River Community College hereby appoints Dr. Eileen E. Ely as President of the College. This appointment shall run for a period of three years beginning on July 1, 2010, through and including June 30, 2013, subject to extension as provided herein.

III. Evaluation and Contract Extension

The Board shall annually evaluate the performance of the President using such methods and criteria as the Board may determine in consultation with the President. At the time of each annual evaluation, the Board may consider extending the duration of this contract for an additional period not to exceed one year. Should the Board take no action extending the appointment hereunder, such inaction shall constitute notice to the President that the contract's termination date remains unchanged. Any extensions of this contract must be contained in a written agreement signed by the President and the Board and adopted at a meeting open to the public.

IV. Duties

The President shall act as the chief executive officer of the College 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 manage the entire program of activities at the College and that such duties shall be commensurate with those customarily performed by presidents of public colleges 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 activities at the College, especially those activities or issues which may cause apprehension or concern regarding the performance of personnel, budgetary problems, over- or under-enrollment of students, or any other major issues affecting 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 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 injure the reputation of the institution.

V. Salary

The annual salary of the President shall be \$ 200,000, subject to whatever periodic increases may be provided by the Board during the term of this contract. The salary shall be paid semi-monthly on the state's regularly scheduled payroll dates. Any increase in the salary of the President 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 contract.

VI. Benefits

The President shall be entitled to receive the following benefits as authorized pursuant to state law and College policy as now or hereafter amended:

1. Health care, term life, and disability insurance benefits as authorized under Chapter 41.05 RCW and other applicable statutes for public employees of the State of Washington.
2. Paid sick leave which shall accrue at the rate of twelve (12) days per year in accordance with RCW 28B.50.551 and which shall be compensable to the extent permitted by College policies, RCW 28B.50.553, and other applicable state law.
3. Paid annual leave which shall accrue in accordance with College policies at the rate of two (2.0) days per month up to a maximum of twenty-four (24) days for the first year of this contract; 2.167 days per month up to a maximum of twenty-six (26) days for the second year of this contract; and 2.5 days per month up to a maximum of

thirty (30) days for the third year of this contract. Such leave shall accumulate to a maximum of thirty (30) days in accordance with RCW 43.01.040 and 43.01.044, unless the President's request for leave is deferred by the Board. Vacation leave shall be taken at the convenience of the Board and may be paid as terminal leave upon separation from employment in accordance with state law.

4. Retirement benefits provided in accordance with College policies and with the applicable rules under Chapter 131-16 WAC for participation in the retirement plans established for community college personnel through the Teachers Insurance Annuity Association and the College Retirement Equities Fund ("TIAA/CREF").
5. Moving expenses as necessitated by this appointment to the extent permitted by RCW 43.03.120, applicable rules of the Office of Financial Management, and College policies.
6. Such other fringe benefits as may be incidental to this appointment or as may be required hereafter by state law.
7. Salaries or benefits will not be reduced during the term of this contract or any extension thereof unless agreed to by the parties.

VII. 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 contract and shall also receive travel and per diem allowances in accordance with RCW 43.03.050 and 43.03.060 and applicable regulations of the Office of Financial Management.

VIII. Termination for Convenience

The Board of Trustees may terminate this contract of employment for convenience, without cause and in its sole discretion, by providing written notice to the President together with the payment of liquidated damages equivalent to six (6) months of the President's then applicable base salary. Such severance payment shall be subject to any required payroll withholding amounts, but shall not be subject to retirement plan contributions. This termination for convenience clause, however, shall not be exercised during the first six months of employment hereunder.

IX. Termination for Cause

In the event the President breaches any term of this agreement or fails to perform duties assigned by the Board, the Board may terminate this agreement upon written notice. In the event of such termination, the President shall be entitled to an informal hearing before the Board. The President must submit a written request for such hearing within ten (10) calendar days of receiving

the written notice of termination or the right to a hearing shall be deemed waived. 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 ten (10) 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.

X. 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 College for any and all purposes. All such items shall be provided to and left with the College upon termination of this appointment, except as otherwise agreed by the Board of Trustees.

XI. Outside Compensation

The President may accept outside employment for private consultant services and board of director responsibilities with private companies or organizations, provided that such 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 College 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.

XII. General Provisions

This contract 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 basic contract of employment and signed by the President and Chair of the Board.

This contract incorporates by reference all policies of the Board and the College applicable to exempt administrative employees of the College. To the extent of any conflict between such policies and this agreement, this agreement will prevail. This agreement shall further be subject to

all applicable laws of the State of Washington relating to public employment and to the conduct of public employees.

This agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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 26 day of May, 2010.

Larry Brown
LARRY BROWN
Chair, Board of Trustees

Eileen E. Ely
EILEEN E. ELY
President

Approved as to Form
Cheryl Bateman
Assistant Attorney General
5-12-10