

PRESIDENTIAL CONTRACT
THE EVERGREEN STATE COLLEGE

I. Preamble

This contract of employment is executed by and between The Evergreen State College (hereinafter referred to as the "College") and its President. It is executed with the mutual understanding that the Board of Trustees of the College (hereinafter referred to as the "Board") develops, formulates and adopts policies of the institution, and the President, as the chief executive officer, carries out these policies. Both parties recognize that there must be a close working relationship not only administratively but philosophically concerning the operation of the institution and that the Board and the President will expend their best efforts to see that this is accomplished for the benefit of the students, the College and its officers, employees and constituents.

II. Appointment

The Board hereby appoints Thomas L. Purce to be the President and chief executive officer of the college. This appointment shall run from July 1, 2011 through June 30, 2016, subject to extension as provided herein.

III. Duties

It shall be the duty of the President to act as chief executive officer of the College and to be responsible for the performance of duties by all subordinate personnel. The President shall be responsible for carrying out such duties and responsibilities required by state law. The President shall also perform such duties and responsibilities as may be assigned or delegated by the Board or as may be set forth in the administrative policy or directives of the institution concerning duties of the President.

The President shall at all times keep the Board fully informed of all activities at the college, especially those activities or issues which cause apprehension regarding: the functioning of personnel; budgetary problems; and over-or-under-enrollment of students; and shall

provide to the Board whatever special reports, requests for information or other items of information requested.

The Chair of the Board shall be the individual to whom the President reports informally between Board meetings, but any written material shall be distributed to all members of the Board.

The Board reserves the right to assign or reassign the duties the President will perform as the Board in its discretion may determine.

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.

The President agrees to respect and obey all laws, rules and regulations of the State of Washington and behave at all times in a thoroughly professional manner so as not to bring discredit upon the President or injure the reputation of the College.

IV. Compensation

The President shall receive fiscal year compensation that includes a salary of One Hundred Seventy-Five Thousand, Eight Hundred Fifty Seven Dollars (\$175,857.00), except that the President shall participate in any required furlough or leave without pay program that the College implements to achieve temporary salary reductions for all non-represented exempt staff. The salary shall be paid in accordance with the state's scheduled payroll dates. So long as permitted by law, the President shall also receive a retention payment for each fiscal year, payable on the last day of the fiscal year, provided the President remains employed as President of the College through that payment date. The retention payment shall be Twenty-Five Thousand Dollars (\$25,000) for each of the fiscal years ending in 2012, 2013, 2014, 2015, and 2016.

The College will also contribute Forty-five Thousand Dollars (\$45,000) to a college qualified and approved 401(a) deferred compensation plan on each June 30, or on the nearest convenient business day, for the duration of this contract or until termination of the President's appointment.

V. Benefits

In addition to the compensation described in Section IV above, the President shall receive the following benefits to the full extent authorized by state law and College policy as now or hereafter amended:

1. State of Washington employee insurance benefits as authorized by chapter 41.05 RCW.

2. Sick leave with full salary that shall accrue in accordance with institutional policy. Such sick leave shall be compensable as provided by state law.
3. Vacation leave with full salary in the amount of twenty-four (24) days per year. Such annual leave shall accumulate to a maximum of thirty (30) days in accordance with RCW 43.01.040 and RCW 43.01.044 unless the Board defers the President's request for leave. Vacation shall be taken at the convenience of the Board and may be paid as terminal leave in accordance with state law. In addition, the President may take one personal holiday each calendar year and one personal leave day each fiscal year.
4. Retirement benefits shall be provided in accordance with the College's retirement plan documents.
5. Life insurance coverage shall be provided by the state in accordance with state law for any nonscheduled airline flights taken in accordance with the duties and responsibilities of the President pursuant to RCW 43.01.120.
6. Moving expenses as necessitated by this appointment, as authorized by RCW 43.03.120 and regulations of the Office of Financial Management.
7. Such other fringe benefits as may be incidental to this appointment or as may be required hereafter by state law.

VI. Expenses

The President shall be reimbursed for expenses incurred in the performance of the duties set forth in this contract and shall receive travel and per diem allowance in accordance with RCW 43.03.050 and RCW 43.03.060 and the regulations of the Office of Financial Management.

In addition, the College will provide the President a housing allowance of \$5,000.00 per month, payable in semi-monthly installments. The Board expects that the President's home will be used for events and entertaining that advance the interests of the College and that the President will select a residence that meets these needs. To support these events, the College will provide housecleaning services and will require use of kitchen facilities in the President's home. In addition, the College may choose to store tables, chairs and other equipment needed for entertaining in the President's home.

VII. Evaluation

During the summer of each year, the Board shall evaluate in writing the performance of the President and in so doing, shall also consider the extension of the duration of this contract. In the sole discretion of the Board, the evaluation may however, occur at any time. At the time of the evaluation, the Board may, in its discretion, extend this five (5) year appointment for an additional one (1) year, or the Board may simply perform the

written evaluation and so advise the President of his performance evaluation without any extension to the contract. Should the Board decide not to extend this appointment after the annual evaluation, such inaction shall constitute notice to the President that the contract terminal date remains the same as it was before the evaluation.

VIII. Contract Extension

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.

Should the Board decide during the evaluation not to extend the President's appointment, such inaction shall constitute notice to the President that the contract's terminal date remains the same as it was before the evaluation.

IX. Termination for Cause

In the event the President violates any of the terms of this agreement or fails to perform the duties assigned by the Board, the Board may terminate this agreement upon written notice. In the event of termination pursuant to this provision, the President shall be entitled to an informal hearing before the Board: Provided, however, that the President must submit a written request for this informal hearing within seven (7) days of receiving written notice of termination by the Board, or the right to an informal 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 salary may not be diminished during the period of the seven (7) day notice period for requesting a hearing or, in the event of an informal 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 thereof received or prepared by the President in the course of performing, or as an incident to the President's duties and responsibilities hereunder shall immediately upon such receipt and preparation become the exclusive property of the College for any and all purposes. All items described above shall be provided to and left with the College upon termination of this appointment except as otherwise agreed by the Board.

XI. Modification

The terms and conditions of appointment set forth herein may be amended, modified or extended by the Board only pursuant to a written agreement signed by the President and the Board and adopted at a meeting open to the public.

XIII. Verbal Agreements

No alteration or variation of the terms and conditions of appointment set forth herein shall be binding unless made in writing and signed by the Board and the President. No oral understandings or agreements not incorporated herein shall be binding unless made in writing between the Board and the President.

IN WITNESS THEREOF, The Board and the President have executed this agreement by the signatures affixed hereto.

Done in an open public meeting the 20th day of July, 2011.

TERMS AND CONDITIONS of this appointment are hereby accepted by:

Paul Winters
Chair, Board of Trustees
The Evergreen State College
Date: July 20, 2011

Thomas L. Purce
President
The Evergreen State College
Date: 7-20-11

