

Minutes  
Washington State University Board of Regents  
February 6, 2025

The Board of Regents of Washington State University (WSU or University) met pursuant to call in Open Meeting at WSU Pullman, Compton Union Building, rooms 210-212, Pullman, Washington.

**I. CALL TO ORDER**

Chair Lisa Keohokalole Schauer called the special meeting of the Board of Regents to order at 4:03 p.m.

**II. ROLL CALL**

Present were Chair Lisa Keohokalole Schauer, Brett Blankenship, Enrique Cerna, Marty Dickinson, Sam Hunt, Judi McDonald, Doug Picha, Lura Powell, Jenette Ramos, Kassandra Vogel, and Howard Wright.

**III. PUBLIC COMMENT**

Regents heard from those who requested to provided public comment to the Board:

- WSU alumnus Nathan Linstedt, status update regarding ongoing concern

**IV. DISCUSSION AND ACTION ON PRESIDENTIAL CONTRACTS**

Chair Schauer shared a summary of the presidential search process, then went onto to express gratitude for President Kirk Schulz's service to WSU. She then outlined the negotiated terms and expectations in the contract for WSU's next president.

It was moved and seconded that the Board of Regents formally appoint Elizabeth R. Cantwell as the 12<sup>th</sup> president of Washington State University effective April 1, 2025, and approve the proposed employment contract. Faculty Regent McDonald and Student Regent Vogel did not vote in accordance with RCW 28B.30.100. (Exhibit A)

It was moved and seconded that the Board of Regents approve the proposed restated employment agreement between the Board of Regents of Washington State University and Kirk H. Schulz, President, with the amended appointment to conclude on March 31, 2025. Faculty Regent McDonald and Student Regent Vogel did not vote in accordance with RCW 28B.30.100. (Exhibit B)

**V. ADJOURN**

The meeting adjourned at 4:24 p.m.

**EMPLOYMENT AGREEMENT**  
**between**  
**THE BOARD OF REGENTS OF WASHINGTON STATE UNIVERSITY**  
**and**  
**ELIZABETH CANTWELL**

**I. PREAMBLE**

This contract of employment (AGREEMENT) is executed by and between the Board of Regents of Washington State University (BOARD) and Dr. Elizabeth “Betsy” Cantwell (Dr. Cantwell).

**II. APPOINTMENT AND TERM**

The BOARD hereby appoints Dr. Cantwell as President of Washington State University (PRESIDENT) effective April 1, 2025, and through and including June 30, 2030. No later than June 30, 2029, the Chair of the BOARD and Dr. Cantwell will meet to discuss the BOARD’s intent regarding the possible extension of Dr. Cantwell’s employment as PRESIDENT. The Chair of the BOARD’s communications in this meeting and related discussions in no way binds the BOARD, with which the sole power of appointment, reappointment, employment, and compensation rests.

**III. PRESIDENTIAL DUTIES**

Dr. Cantwell agrees to always perform faithfully and to the best of her ability, experience, and talents all the duties that may be required pursuant to the express and implicit terms of this AGREEMENT to the reasonable satisfaction of the BOARD. These duties include those normally associated with service as a president of a public land-grant research-intensive university, including:

- Centering the Washington State University (WSU) system mission and values in all work;
- Collaborating with the BOARD to set the strategic direction of the WSU system;
- Leading the WSU system in the implementation and advancement of the WSU strategic plan;
- Measuring and reporting progress to the BOARD quarterly against strategic goals agreed upon from time to time between Dr. Cantwell and the BOARD;
- Advancing excellence in research, education, and extension in consultation with the Provost, other Executive Vice Presidents, the Vice President for Research, Chancellors, Deans, and other leaders;
- Championing and enhancing WSU’s reputation and rankings;
- Driving an ambitious vision for WSU, aligning the talent and resources to build a team to actualize impact, and creating a workplace culture that prioritizes supporting subordinate personnel while holding staff accountable to achieving the organization’s strategic goals;

- Promoting student success by leading initiatives to enhance enrollment, increase retention, and support students in achieving their academic and career goals;
- Encouraging and engaging with students by participating in student-led events across all campuses to advance student success throughout the WSU system and attending fall and spring commencement;
- Stewarding and increasing WSU's financial resources to ensure organizational sustainability and investing strategically in WSU's future success;
- Advocating for the WSU system externally before state and federal legislative bodies while seeking partnership opportunities and funding;
- Engaging with industry leaders, alumni, donors, and the public;
- Leading the WSU system's private fundraising efforts;
- Working collaboratively to foster productive relationships with the WSU community across the system, including the BOARD, Vice Presidents, Chancellors, Faculty Senate, Deans, faculty, staff, students, and other constituents to shape the future of WSU;
- Supporting and promoting Cougar Athletics by advancing student-athlete success and attending numerous women's and men's athletic competitions, including attending all home football games in the President's Box, unless extenuating circumstances prevent attendance (e.g., illness);
- Developing programs and measurable goals to improve diversity and equity and construct inclusion and belonging among faculty, students, and staff throughout the WSU system;
- Carrying out all duties and responsibilities required by law;
- Proactively keeping the BOARD informed of significant activities at WSU, as well as any development that could impact her performance of the duties in this AGREEMENT; Dr. Cantwell reports informally to the Chair of the BOARD and shall meet with the Chair of the BOARD at least monthly; and
- Performing such additional duties and responsibilities as may be assigned or delegated by the BOARD or as may be set forth in the administrative policies or directives of WSU concerning duties of the PRESIDENT.

The BOARD reserves the right to assign or reassign Dr. Cantwell's duties as the BOARD in its discretion may determine.

#### **IV. SALARY**

##### **A. Base Salary**

Dr. Cantwell shall receive an annual base salary of seven hundred thirty-five thousand dollars (\$735,000). The annual salary shall be paid in installments in accordance with the state's scheduled payroll dates. Any increase in the salary of Dr. Cantwell shall be implemented by resolution or motion duly passed by the BOARD and shall be evidenced by written addendum to this AGREEMENT. As part of a WSU-wide budget reduction, Dr. Cantwell may be subject to unpaid furlough for a maximum of sixty (60) days per fiscal year, or an equivalent salary reduction, upon thirty (30) days' written notice.

## **B. Incentive Compensation**

Beginning at the end of fiscal year 2025-2026 (WSU's fiscal year runs from July 1 to June 30 of the following calendar year), Dr. Cantwell shall be paid one hundred fifty thousand dollars (\$150,000) if (i) she meets or exceeds the annual goals and objectives set by the BOARD for that fiscal year and (ii) remains employed by WSU as PRESIDENT on June 30 of the applicable fiscal year. The incentive compensation shall be paid (without interest or other increase or adjustment) within thirty (30) days after the BOARD has determined, in its sole discretion and in accordance with Board of Regents Policy 6, that the annual goals and objectives for that fiscal year have been met, but in all events payment shall be made no later than the next March 15 following the close of the applicable fiscal year for which the incentive compensation has been awarded.

## **C. Outside Compensation**

Dr. Cantwell may accept outside compensation for private consultant services and board of director responsibilities with private for-profit or non-profit companies or organizations, so long as these are consistent with *WSU Executive Policy Manual* EP45 – University Ethics Policy and the Washington State Ethics Act and have the prior formal approval of the BOARD. Any and all income or other compensation earned by Dr. Cantwell in connection with approved outside business activities shall be paid to and retained by her, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits she is otherwise entitled to receive hereunder.

## **D. Housing**

Beginning April 1, 2025, Dr. Cantwell is required, as a condition of employment as PRESIDENT and in order to perform her duties, to reside in on-campus housing currently referred to as the Ida Lou Anderson House through and including December 31, 2025. During this time, Dr. Cantwell must be available to perform her duties as PRESIDENT at all times, including hosting WSU events at the house for WSU. WSU is providing on-campus housing during this time because it will not be possible for Dr. Cantwell to timely perform such duties unless she resides on campus. During the time Dr. Cantwell is required to live on campus, she and the BOARD will assess the location of the WSU system office and her residence. Following this assessment, the BOARD will consider maintaining the status quo or a housing allowance in lieu of housing being provided.

## **V. FACULTY APPOINTMENT**

Following completion of the appropriate tenure granting process as outlined in the *Faculty Manual*, Dr. Cantwell will receive tenure and hold the rank of full professor in the Department of Mechanical and Materials Engineering (DEPARTMENT) in the Voiland College of Engineering and Architecture (COLLEGE).

At the conclusion of Dr. Cantwell's service as PRESIDENT whether during or after the term of this AGREEMENT, unless she is Terminated for Cause as provided in Section VIII.A, she may elect to serve in a faculty position on a nine (9) month appointment in the DEPARTMENT. Such service shall be at a full-time rate of pay equal to the average of the three (3) highest paid full-time tenured professors in the DEPARTMENT, or in the COLLEGE in the event there are not three (3) full-time tenured professors in the DEPARTMENT (adjusted to reflect nine (9) month appointments, if necessary), or at a rate of three hundred twenty-five thousand dollars (\$325,000), whichever is higher. Dr. Cantwell's teaching, research, and/or service assignment shall be mutually agreed upon between Dr. Cantwell and the Dean of the COLLEGE. For the first year of such faculty position, Dr. Cantwell shall have a one-half (1/2) teaching load.

## **VI. LEAVE, BENEFITS, EXPENSES, AND DISCRETIONARY FUNDS**

In addition to the annual salary, Dr. Cantwell shall receive the following benefits to the full extent authorized by state and federal law and WSU policy as they now exist or may hereafter be amended:

- A.** Annual leave, sick leave, and other types of leave as apply to faculty on full-time annual appointments at WSU;
- B.** All other benefits, including health and life insurance and participation in retirement programs, as apply to faculty on full-time annual appointments at WSU;
- C.** Beginning in fiscal year 2025-2026, WSU will provide Dr. Cantwell fifteen thousand dollars (\$15,000) each fiscal year during the term of this AGREEMENT in FN057 account funds for work-related expenses that are not reimbursable per WSU business policies and procedures; such work-related expenses include spousal/partner travel deemed necessary to further WSU's interests; such payment will be made in the first regularly scheduled paycheck of each applicable fiscal year; Dr. Cantwell understands and acknowledges that this allowance will be taxable income to Dr. Cantwell and will be so reported by WSU. For fiscal year 2024-2025, Dr. Cantwell shall receive a pro rata portion of the amount described in this Section VI.C based on the period of employment during the 2024-2025 fiscal year, which shall be paid within thirty (30) days after the end of the 2024-2025 fiscal year;
- D.** Adequate funds to enable Dr. Cantwell to carry out social and entertainment activities appropriate to the role of PRESIDENT; these expenses may be paid from the President's Excellence Fund or an affiliated fund designated by the WSU Foundation for these purposes; because these expenses are primarily for WSU's benefit and will not be paid to Dr. Cantwell, they will not be treated as taxable income to Dr. Cantwell; Dr. Cantwell is accountable to the BOARD for the expenditure of funds from this account;

- E.** Dr. Cantwell shall be reimbursed for expenses incurred in the performance of her duties and shall receive travel and per diem allowance in accordance with WSU policy and state law, including WSU Business Policies and Procedures Manual (BPPM) Chapter 95 and the regulations of the Office of Financial Management;
- F.** In the first regularly scheduled paycheck after Dr. Cantwell's start date set forth in Section II, WSU will pay a moving stipend of forty thousand dollars (\$40,000) in moving expenses for Dr. Cantwell to cover expenses related to relocating her household effects, automobiles, and other personal belongings; Dr. Cantwell shall repay this stipend if Dr. Cantwell is Terminated for Cause under Section VIII.A or Dr. Cantwell provides notice of resignation without Good Reason (as defined herein) within the first three hundred sixty-five (365) days of the term of this AGREEMENT; such payment being due within sixty (60) days of termination; Dr. Cantwell understands and acknowledges that this allowance will be taxable income to Dr. Cantwell and will be so reported by WSU; and
- G.** An annual stipend to cover membership in the Alaska Airlines (or one other preferred airline) boardroom; Dr. Cantwell understands and acknowledges that this allowance will be taxable income to Dr. Cantwell and will be so reported by WSU.

## **VII. EVALUATION**

Dr. Cantwell shall be evaluated annually by the BOARD in accordance with Board of Regents Policy 6.

## **VIII. TERMINATION**

### **A. Termination For Cause**

In the event Dr. Cantwell materially violates any material term(s) of this AGREEMENT or engages in willful misconduct or gross negligence in connection with her duties of PRESIDENT, either of which alone constitutes "Cause" the BOARD may terminate this AGREEMENT upon written notice ("Termination for Cause"). In lieu of any other termination notice and hearing procedure that may otherwise apply to Dr. Cantwell, the following notice and hearing procedure shall apply in the event the BOARD proposes to terminate Dr. Cantwell for Cause. The BOARD shall give Dr. Cantwell written notice of intent to terminate, together with a statement of how the AGREEMENT's material term(s) has/have been materially violated or how Dr. Cantwell has engaged in willful misconduct or gross negligence in connection with her duties of PRESIDENT. Dr. Cantwell will have fifteen (15) calendar days within which to respond to the BOARD, in writing, with reasons why she should not be terminated. The BOARD, after considering any response provided by Dr. Cantwell, will issue a decision regarding Termination for Cause. The decision of the BOARD shall be final.

Dr. Cantwell's duties may be reassigned at any time, including while a termination hearing is pending, and Dr. Cantwell may be given such other assignments as the BOARD deems appropriate.

Termination for Cause immediately terminates Dr. Cantwell's employment as PRESIDENT and terminates tenure or other employment with WSU except to the extent provided otherwise in the notice of termination. Unless tenure or employment is maintained, Dr. Cantwell shall forfeit any payment or benefit under this AGREEMENT that has not been paid, vested, or accrued as of the date of Termination for Cause.

**B. Termination Without Cause/Resignation with Good Reason**

The BOARD may terminate Dr. Cantwell's employment as PRESIDENT without Cause at any time for the convenience of WSU upon thirty (30) days prior written notice to Dr. Cantwell and Dr. Cantwell may resign her employment as PRESIDENT with Good Reason as set forth below in the definition of Good Reason.

If Dr. Cantwell's employment as PRESIDENT is involuntarily terminated without Cause, other than for death or permanent disability or Dr. Cantwell resigns with Good Reason, prior to the expiration of the term of this AGREEMENT, Dr. Cantwell shall be paid a severance amount equal to her then-current base salary (without interest or other increase or adjustment) for a period of twelve (12) months (or for the unexpired AGREEMENT term, if less) following such termination or resignation, minus legally required withholdings. In addition, upon a termination without Cause or resignation with Good Reason, Dr. Cantwell shall receive any unpaid amount of the incentive compensation payment set forth in Section IV.B for the fiscal year prior to the fiscal year of such termination or resignation and a pro rata amount of the incentive compensation payment set forth in Section IV.B for the fiscal year of such termination or resignation based on the number of days employed as PRESIDENT in such fiscal year. All severance payments shall be paid on and in accordance with the state's scheduled payroll dates (such that payment timing shall not be at the discretion of WSU or Dr. Cantwell but only commencing after the required faculty resignation and completion of the release as described below).

Any severance payments hereunder shall be conditioned on Dr. Cantwell (i) resigning her faculty position under Section V and (ii) signing and returning to WSU (without revoking) a timely and effective release of claims in the form provided by WSU. For Dr. Cantwell to be entitled to any severance payments, both of these conditions must be met no later than the sixtieth (60th) day following the date of termination; provided, however, that if the deadline specified for delivery of the release spans two (2) calendar tax years for Dr. Cantwell, the payment will commence on the state's first scheduled payroll date in the latter tax year after the conditions are met regardless of when the release is signed and delivered. In the event that Dr. Cantwell does not resign her faculty position, her right to her faculty appointment under Section V shall continue to apply.



For purposes of this AGREEMENT, "Good Reason" means, without Dr. Cantwell's President's prior written consent, (i) a material reduction of annual base salary, (ii) a material diminution of Dr. Cantwell's duties, authority or responsibilities as PRESIDENT or (iii) a material breach by WSU of this AGREEMENT. Prior to a resignation with Good Reason, Dr. Cantwell shall provide written notice to the BOARD of the reason or reasons for a potential Good Reason resignation within sixty (60) days following the date of the occurrence of such reason or reasons and the BOARD shall have thirty (30) days after receipt of such notice to cure such reason or reasons. If the BOARD fails to cure such reason or reasons within such thirty (30) day period, Dr. Cantwell must terminate as PRESIDENT within thirty (30) days following the expiration of the BOARD's cure period.

**C. Death Or Disability**

Dr. Cantwell's death or permanent disability prior to the expiration date of this AGREEMENT shall terminate this AGREEMENT and all payments hereunder, except base salary earned but not yet paid and retention incentive amounts vested but not yet paid. For purposes of this AGREEMENT, "permanent disability" shall mean Dr. Cantwell's inability for any reason, in the determination of the BOARD, to substantially and fully perform the duties specified in this AGREEMENT with or without reasonable accommodation for at least three (3) months. Dr. Cantwell agrees, in the event of a dispute under this Section relating to Dr. Cantwell's disability, to submit to a physical examination by a licensed physician jointly selected by the Chair of the BOARD and Dr. Cantwell. Dr. Cantwell further agrees to provide notice to the Chair of the BOARD within five (5) business days of becoming aware of any circumstance that could result in her death or permanent disability as defined herein.

**D. Resignation**

Dr. Cantwell may resign from her position as PRESIDENT without Good Reason at any time upon a minimum of one hundred eighty (180) days' prior written notice to the Chair of the BOARD. Upon receipt of such written notice, the BOARD at its sole discretion may allow Dr. Cantwell to remain PRESIDENT for the full one hundred eighty (180) days or in the alternative terminate Dr. Cantwell at any point during those one hundred eighty (180) days. The resignation will be effective on the date selected by the BOARD with no further recourse by Dr. Cantwell; provided that Dr. Cantwell retains her right to her faculty appointment under Section V. Upon the effective date of termination, as selected by the BOARD in its sole discretion, Dr. Cantwell shall not be entitled to any further compensation, liquidated damages, or benefits as PRESIDENT, except as set forth in this AGREEMENT or WSU's various benefits plans with respect to vesting and rights after termination of employment; provided, however, that WSU shall compensate Dr. Cantwell at her base salary then in effect for the remainder, if any, of the one hundred eighty (180) day notice period.

## **IX. WORK PRODUCT**

All correspondence, papers, documents, reports, files, films, work products, intellectual property, and all copies thereof received or prepared by Dr. Cantwell in the course of performing her duties as PRESIDENT, or as an incident to Dr. Cantwell's duties and responsibilities hereunder, shall immediately upon such receipt and preparation become the exclusive property of WSU for any and all purposes. All items described above shall be provided to and left with WSU upon termination of this appointment except as otherwise agreed by the BOARD.

## **X. MODIFICATION AND EXTENSION**

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 Dr. Cantwell and the BOARD and duly adopted at a meeting open to the public.

## **XI. CODE SECTIONS 409A AND 457**

Section IV.B of this AGREEMENT is designed and intended to be administered in accordance with exemptions from Internal Revenue Code (I.R.C.) Sections 409A and 457 under applicable regulations describing "short-term deferrals." Section VIII.B is designed and intended to be administered in a manner which is compliant with I.R.C. Section 409A. As to Section VI, if any of the specified benefits are taxable and subject to I.R.C. Section 409A, the following provisions apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during Dr. Cantwell's taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; (ii) the reimbursement of an eligible expense must be made on or before the last day of Dr. Cantwell's taxable year following the taxable year in which the expense was incurred; and (iii) Dr. Cantwell's right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

## **XII. CONSTRUCTION**

This AGREEMENT shall be construed as written by both of the parties; should any part of this AGREEMENT be found to be void or otherwise unenforceable under the law, the remaining provisions shall continue in full force and effect.

## **XIII. TAX MATTERS AND ADVICE**

WSU will withhold from any payment under this AGREEMENT all applicable federal, state, and local taxes, including Federal Insurance Contributions Act (FICA), Medicare, and other payroll taxes. WSU will report all payments and benefits as required under federal and state reporting requirements. Dr. Cantwell is solely responsible for payment of all income taxes, excise taxes, penalties, and interest resulting from payments and other benefits Dr. Cantwell receives under this AGREEMENT, including under I.R.C. Section 409A. In entering into this AGREEMENT, Dr. Cantwell is advised to engage and rely on Dr. Cantwell's own legal and tax counsel and other financial or other advisors and

understands and agrees that Dr. Cantwell is solely responsible for payment of Dr. Cantwell's advisors' fees and any other costs or expenses resulting from Dr. Cantwell's engagement of advisors.

#### **XIV. DISPUTE RESOLUTION**

The BOARD and Dr. Cantwell agree that any and all disputes, controversies, or claims arising out of or relating to this AGREEMENT, including, but not limited to, claims of discrimination, harassment, wrongful termination, breach of contract, or violation of state or federal law, shall be resolved exclusively through binding arbitration. The arbitration shall be conducted before a single neutral arbitrator. The arbitrator shall be selected by mutual agreement between the parties. If the parties cannot reach agreement on an arbitrator within thirty (30) days of the request for arbitration, either party may request that the American Arbitration Association (AAA) appoint an arbitrator in accordance with the rules of the AAA. The arbitration shall take place in Pullman, Washington, unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding, and judgment on the award may be entered in any court of competent authority.

The costs of arbitration, including the arbitrator's fees, shall be borne equally by the parties, except that each party shall bear its own attorney's fees and costs unless the arbitrator awards otherwise in accordance with applicable law. The arbitration process, including all proceedings, statements, documents, and awards, shall be confidential to the fullest extent permitted by law. No party may disclose any information related to the arbitration except to the extent necessary to enforce an arbitration award or as otherwise required by law. The arbitration shall be governed by the laws of the State of Washington, without regard to its conflict of laws principles, and all disputes shall be resolved in accordance with Washington State law, subject to the arbitration procedures specified herein.

#### **XV. SELF-DISCLOSURES**

Dr. Cantwell represents that she accurately disclosed all background information, including without limitation allegations of misconduct whether substantiated or not, and all criminal and investigation history, to WSU's search firm and answered all questions presented by the search firm and WSU honestly and completely. This AGREEMENT is conditioned upon and contingent on this Section XV.

#### **XVI. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement of the parties and supersedes all prior oral or written agreements between the parties. No alteration or variation of the terms and conditions of this appointment shall be binding unless made in writing and signed by Dr. Cantwell and the BOARD.

IN WITNESS THEREOF, the BOARD and Dr. Cantwell have executed this AGREEMENT by the signatures affixed hereto.

TERMS AND CONDITIONS of this appointment are hereby agreed to and accepted by:

**WSU BOARD OF REGENTS**

**PRESIDENT**

\_\_\_\_\_  
Chair, Board of Regents  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Elizabeth Cantwell  
Date: \_\_\_\_\_

Adopted by the Board of Regents in Open Session on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**FIRST AMENDMENT  
to  
RESTATED EMPLOYMENT AGREEMENT  
between  
THE BOARD OF REGENTS OF WASHINGTON STATE UNIVERSITY  
and  
KIRK H. SCHULZ**

WHEREAS, the Board of Regents of Washington State University (WSU) and Kirk H. Schulz (Dr. Schulz) entered into a restated employment agreement dated April 19, 2024, (AGREEMENT); and

WHEREAS, after a national search, WSU has selected Dr. Schulz's successor as the next president of WSU; and

WHEREAS, the next president is scheduled to begin their term as president on April 1, 2025; and

WHEREAS, WSU deeply values the contributions Dr. Schulz has made to WSU during his tenure and the knowledge and experience he maintains; and

WHEREAS, WSU desires to honor Dr. Schulz's commitment to WSU and utilize his knowledge, experience, and skills to assist the next president in the presidential transition;

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

1. Effective April 1, 2025, Dr. Schulz's appointment as President and Chief Executive Officer of WSU will end and he will be appointed Senior Advisor to the President through and including June 30, 2025. All references to the title of President in the AGREEMENT will be replaced with Senior Advisor to the President.

2. Effective April 1, 2025, **Article III** is replaced in its entirety with the following:

DR. SCHULZ agrees to perform at all times, faithfully and to the best of his ability, experience, and talents, all of the duties that may be required pursuant to the express and implicit terms of this AGREEMENT to the reasonable satisfaction of the BOARD. These duties include:

- Provide consultation and support;
- Transfer essential information and active projects; and
- Facilitate introductions to essential stakeholders.

All other provisions of the AGREEMENT remain in full force and effect.

TERMS AND CONDITIONS of this amendment are hereby accepted by:

**WSU BOARD OF REGENTS**

**KIRK H. SCHULZ**

\_\_\_\_\_  
Chair, Board of Regents

Date: \_\_\_\_\_

\_\_\_\_\_  
Kirk H. Schulz

Date: \_\_\_\_\_

Adopted by the Board of Regents in Open Session on this 6th day of February, 2025.

cc: HRS Personnel File