

EMPLOYMENT AGREEMENT
TERRA KRISTINE NEVITT

THIS EMPLOYMENT AGREEMENT (Agreement) is entered into as of the Effective Date, by and between Washington State Bar Association, including any successor organization, (WSBA) and Terra Nevitt (Executive). WSBA and Executive are sometimes referred to individually as a Party and collectively as the Parties. In consideration of the terms of this Agreement, the Parties agree as follows:

1. Purpose. This is a written employment agreement setting the terms and conditions under which Executive will serve as the WSBA Executive Director.
2. Services. Executive will carry out the ordinary duties of the Executive Director (Services) as set forth in the Executive Director Job Specifications dated June 21, 2018, which is attached to and incorporated in this Agreement. Either party may request review of the Job Specifications from time to time. Any change shall only be by mutual agreement. Executive's position is full time, and she shall not undertake any outside legal employment or employment with duties substantially similar to those in this agreement, unless approved by the WSBA President and Chair of the Personnel Committee. The Executive's performance shall be reviewed with her annually by the WSBA Personnel Committee, with the result being reported, for discussion, to the WSBA Board of Governors at its next regular meeting.
3. Compensation and Benefits. WSBA will pay Executive a base salary of \$220,320.00 per year. Executive receives annual cost of living (COLA) adjustments utilizing the Bureau of Labor Statistics Consumer Price Index (CPI-U) for Seattle-Tacoma-Bellevue, WA. The COLA shall be based on the annual average measured from October 1 through September 30 each year. The first COLA adjustment shall occur in October 2021. Executive shall not receive bonuses or any compensation other than as stated in this Agreement. In addition, WSBA shall provide Executive with all the fringe benefits generally available to employees of the WSBA, as those benefits may change from time to time. Such uniform employee benefits presently include health insurance, vacation and sick leave. Executive will also be eligible for reimbursement for reasonable and necessary business expenses, including travel, consistent with the WSBA's fiscal policies.
4. Term and Termination.
 - 4.1 Term. The term of this Agreement will begin on January 14, 2021 (Effective Date) and shall continue until terminated by either party pursuant to the terms of this agreement. No individual shall serve as Executive for more than ten years, except that the Board of Governors may, in its discretion, extend the contract past this period by a 66% super majority vote for terms of two year increments. Terra Nevitt will reach the ten-year period on August 31, 2030. Upon the natural termination of this agreement on August 31, 2030, there shall be no severance payment.
 - 4.2 Termination. This Agreement may be terminated by either party, at any time, upon thirty (30) days prior written notice. Subject to such notice requirement, the Executive may be terminated at any time by the Board of Governors, with or without cause, by a majority vote of the entire

Board of Governors. Alternatively, such termination may be immediate upon tender to Executive of thirty (30) days base salary.

4.3 Effect of Termination. Upon termination, Executive shall be entitled to receive all accrued salary and benefits to the termination date.

5. Severance.

5.1 Termination by Board without Cause or by the Executive with Good Reason. When the Agreement is terminated by the Board of Governors without Cause or by the Executive with Good Reason the Executive is entitled to a lump sum severance payment, calculated in the amount of the then current base salary for a period of six months and an additional lump sum amount equal to the estimated cost to Executive of COBRA premiums for the six-month period, less required taxes and withholding, to assist Executive with addressing future healthcare needs, provided that Executive delivers a written full release of any and all claims against WSBA, its Governors, Officers and employees, in a form acceptable to WSBA, and such release becomes legally effective and not subject to revocation within sixty (60) days following the Executive's termination date. Such release shall exclude any accrued salary or benefits to the date of termination. This severance shall be paid on the first regularly scheduled payroll date occurring after the Executive's release becomes legally effective and no longer subject to revocation; provided, however, that if the maximum period during which the Executive can consider and revoke the release begins in one calendar year and ends in the subsequent calendar year, payment shall not be made until the first regularly scheduled payroll date occurring after the later of (i) the date on which the Executive's release becomes legally effective and no longer subject to revocation, and (ii) December 31 of the calendar year containing the Executive's termination date.

5.1.1 Good Reason Defined. For purposes of this Agreement, Good Reason exists in the event of (a) a substantial and material diminution of Executive's level of authority and responsibility; (b) relocation of the WSBA Office from its current location to a location more than a twenty (20) mile radius from her current residence address shown in the WSBA personnel records as of the effective date of this agreement; (c) a material breach of this Agreement by the Employer; provided the Executive gives the Employer thirty days' written notice of the intent to exercise this right to terminate and a reasonable opportunity to cure the Good Reason to Terminate; (d) a Board directive to disregard or violate the rules or orders of the Supreme Court of Washington; or (e) upon the death or disability of Executive. Disability shall mean Executive's inability to perform actively and at full capacity the duties hereunder for a period of ninety (90) consecutive calendar days or one hundred twenty (120) non-consecutive calendar days occurring within any twelve-month period during the term, unless Executive is granted a leave of absence by the Board of Governors in its sole discretion and on terms that it determines. Termination on death or disability shall be deemed effective at the month end in which death occurs or in which the definition of disability is completed.

5.1.2 Cause Defined. For purposes of this Agreement, Cause means a significant business reason for termination arising out of the willful conduct of the Executive and shall

include, without limitation, the occurrence of one or more of the following events: (a) violation of a state or federal criminal law involving commission of a felony or any crime against WSBA; (b) deception, fraud, theft, misrepresentation, misuse of WSBA's money or property or other material acts of dishonesty by Executive; (c) material violation of the Washington Rules of Professional Conduct; (d) conduct that materially compromises Executive's ability to discharge her duties credibly or is materially adverse to the reputation of WSBA; (e) material violation of Section 8.6 of this Agreement or any written policy or code of conduct established by WSBA; and (f) failure or refusal to carry out the lawful requirements of the Job Specifications described in Section 2 above, or any reasonable directions of the Board of Governors. If "Cause" is based upon failure to meet the requirements of the Job Specifications then in effect, WSBA shall first provide Executive with written notice describing such failure, and provide Executive at least thirty (30) days ("cure period") to correct such failure, prior to terminating Executive for Cause. If Executive has met such requirements cited in the notice by the end of such cure period, the prior failure to meet such requirements shall no longer be grounds for termination with Cause.

5.2 Termination by Board with Cause or by Executive without Good Reason. When the Agreement is terminated by the Executive without Good Reason or by the Board of Governors with Cause, the Executive is not entitled to any severance payment and the termination may be immediate, without notice or the payment of thirty (30) days of base salary.

6. Applicable Law. This Agreement will be governed by and construed under the laws of the State of Washington without reference to its conflicts of law principles. Venue for any action shall be in the county in which the WSBA headquarters is then located.
7. Dispute Resolution. In the event a dispute arises from or relates to this Agreement and the Parties are unable to settle the dispute between them, prior to the initiation of any litigation the dispute will be referred to a mutually agreeable mediator, within twenty (20) days of a written request for mediation submitted by either Party. The Parties will share the costs of mediation equally. This section shall not prevent or delay a decision by the Board of Governors to terminate employment.
8. General.
 - 8.1 Entire Agreement/Modification. This document contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement.
 - 8.2 Notices. All notices or other communications must be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other Party in accordance with this Section.

- 8.3 Assignment/Subcontracting. This agreement is personal in nature and may not be assigned by either party. This Agreement inures to the benefit of the Parties and their permitted successors and assignees.
- 8.4 Survival. The terms, conditions and warranties contained in this Agreement will survive the completion of the performance, and the expiration or termination, of the Agreement.
- 8.5 Severability. Each provision of this Agreement shall be considered severable and if, for any reason, any provision hereof is determined to be invalid, such invalidity shall not impair the operation or effect of the remaining provisions hereof which are valid.
- 8.6 Confidentiality. Executive agrees to maintain the confidentiality of all confidential information of WSBA to which Executive gains access in the course of employment, subject to WSBA's policies governing public disclosure and its obligations under applicable statutes and court rules. Confidential information is information of a confidential nature not generally available to the public.
- 8.7 Amendments and Waiver. Any change or amendment to this agreement must be in writing and signed by both parties to be effective. Any waiver of any provision hereunder must also be in writing and signed by both parties to be effective. No delay or failure by either Party to this Agreement in exercising, protecting or enforcing any of its rights, interests or remedies shall constitute a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to any term of this Agreement.
- 8.8 Code Section 409A. The Parties intend that this Agreement (and all payments and other benefits provided under this Agreement) be exempt from the requirements of Code Section 409A, to the extent applicable thereto, to the maximum extent possible, whether pursuant to the short-term deferral exception, or otherwise. To the extent Code Section 409A is applicable to such payments and benefits, the parties intend that this Agreement (and such payments and benefits) comply with the deferral, payout and other limitations and restrictions imposed under Code Section 409A. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with such intentions. Without limiting the generality of the foregoing, each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. WSBA shall have no liability to Executive or to any other person if any of the payments or benefits provided in this Agreement are not exempt from or compliant with Code Section 409A.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WASHINGTON STATE BAR ASSOCIATION

Date: 1/19/21

K

Washington State Bar Association By
Kyle Sciuchetti, President

Notice Address:

c/o: Office of the General Counsel
1325 Fourth Avenue, Suite 600
Seattle, WA 98104

Date: January 19, 2021

Terra K. Nevitt

Terra K. Nevitt, Executive Director

Notice Address:



JOB SPECIFICATIONS

(To be used for recruiting and job evaluation purposes)

Job Title: Executive Director Department: Office of the Exec. Dir.

Reports To (title): Board of Governors Date: 6/19/18

Approved by: BOG Personnel Committee

I. General Summary: The Executive Director (ED) is responsible for the administration of the office and the activities of the WSBA under the direction of the Board of Governors (Board). The Executive Director reports directly to the Supreme Court of Washington on all regulatory matters. The Executive Director oversees the operations of an over 22 million dollar budget organization and directs the activities of a staff of approximately 140. The Executive Director has the authority to employ and compensate staff, within the limits of the budget, as may be necessary to carry out the functions and purposes of the Bar and is responsible to carry out the policies and directions of the Board and the Supreme Court of Washington. This position is an "at will" appointment serving at the pleasure of the Board and as defined in the WSBA bylaws and other relevant court rules.

Principal Duties and Responsibilities:

1. Management of WSBA staff and programs within the parameters established by the annual Board adopted budget. 30%
 - Recruit, develop, lead, and retain competent and committed staff; assess current staff and ensure that talent is maximized and that resources are allocated in ways to achieve the highest results.
 - Work with the Board of Governors to implement and monitor policies and priorities established by the Board; work with the officers and Board to define or redefine the roles and responsibilities of Board members, committee members and constituents.
 - Direct the activities of WSBA staff to ensure accomplishment of strategic goals established by the Board's Strategic Planning Committee; assure that all staff contributes effectively to the WSBA mission, Guiding Principles and strategic goals as well as all Supreme Court rules, orders and case law.
 - Lead strategic planning activities within the WSBA and bring forward issues and ideas to the Board for further development to guide the long term viability of the organization and the profession.
 - Serve as steward of WSBA assets: human, material, fiscal, goodwill with members, and good reputation of WSBA.
 - Assure coverage and continuity of the activity of WSBA.
 - Responsible with the Board for ensuring that the WSBA remains financially sound, including ensuring that solid financial systems and rigorous internal controls are in place, accurate financial reports are produced, and the annual budget is prepared and implemented in accordance with Board policies.
 - Manage staff-member relationships at all levels of the WSBA in order to make the most efficient use

of WSBA resources through direction and delegation to the WSBA Executive Management Team as appropriate.

- Establish and, from time to time, modify an organizational structure to accomplish the goals, programs and policies of the Board including the authority to hire, assign, and terminate staff.
- Work with General Counsel and outside counsel as necessary to assure that WSBA's legal matters are properly handled and that committees, sections, and divisions comply with WSBA bylaws and policies.

2. Management and Administration of the regulatory functions of the WSBA 35%

- Ensure compliance with and performance of specific duties assigned to the ED and the WSBA by the Supreme Court's General Rules, the Enforcement of Lawyer Conduct Rules, the Rules of Professional Conduct, and the Admission and Practice Rules.
- Administer services and functions based on any other rules and orders as promulgated by the Supreme Court of the State of Washington.
- Maintain regular communication with the Supreme Court of the State of Washington as needed to ensure a smooth running regulatory agency under the plenary authority of the Court.

3. Serve as Executive Secretary to the Board of Governors and Board Officers. 15%

- Serve as an Officer of the Bar and, with the other Bar Officers, prepare the agendas and materials for meetings and serve as Secretary to the Board.
- Provide vision and leadership to the Board through discernment of issues and presenting creative solutions for the Board's consideration.
- Support the priorities and activities of the officers and Board.
- Develop and maintain a focus on long-term strategic planning; contribute to, promote, and support the long-range strategic goals.
- Oversee the preparation of minutes and other documentation of Board actions.
- Ensure that all Board policies are followed.
- Coordinate activities of the officers and Governors to assure responsiveness to members and member groups.

4. Serve as spokesperson and ambassador for the WSBA to members, the judicial and executive branches, the legislature, ABA, and other outside entities. Activities include: 15%

- Maintain a high member service focus and promote quality in membership services.
- Maintain high visibility of the Board to the public, members, and other policy leaders. As the "face" of WSBA speak, present, and write about the mission and goals of WSBA.
- Maintain contact and communicate with members of the WSBA, the judiciary, and the public in ongoing awareness building about the WSBA.

- Coordinate and communicate with elected leaders and professional staff of law-related organizations in the State of Washington and maintain liaison with bar associations throughout the U.S.
 - Along with the President, serve as spokesperson for the WSBA.
 - Write columns and reports about WSBA activities and the legal profession.
 - Attend meetings and functions of law related entities and member affiliate groups.
5. Perform such other tasks and duties as may be assigned by the Board of Governors or the Washington State Supreme Court. 5%
- Activities include:
- Serving on substantive outside committees and task forces.
 - Serving on the Washington State Bar Foundation Board.
 - Other duties as may be assigned.

II. Background

A. Supervision: The Executive Director position directly supervises the Executive Team and Executive Assistant and, through the Executive Management Team, is responsible for all other WSBA staff members. The position requires little supervision from the Board on administrative matters.

B. Confidentiality: The ED is exposed to all WSBA confidential information and is expected to maintain confidentiality of all WSBA confidential information.

C. Mental Application and Judgment: The ED is expected to independently manage and make decisions about all the personnel, fiscal, and administrative functions of the WSBA. This includes writing columns, articles, speeches, reports, and other activity in the service of the WSBA's mission and the legal profession. The ED's judgment is critical for maintaining the WSBA's financial stability, reputation, member relations, and the strategic positions taken by the organization. The ED must foresee and respond to emerging trends and issues to ensure the Bar is focused on its strategic goals and WSBA's considerable assets are protected.

D. Problem Solving: The ED must constantly balance the competing demands of office management, member contact, the Washington Supreme Court, and Board needs. The ED has authority to interpret or make exception to general policy or practices, initiate programs, organize office structure, create or eliminate positions, and contact court or political leaders. The ED needs to think strategically to assist the Board with ensuring long term viability of the organization. Considerable problem solving skills are required in all these areas.

F. Internal and Public Contacts: The position has daily contact with members, justices and judges,

politicians, and the press. Topics range from WSBA administration and programs, to strategic directions, to disgruntled members and citizens. In addition to all Board functions, the ED regularly attends many major committee meetings, Supreme Court meetings, and many events sponsored by sections, committees, specialty and minority bar associations as well as all Board meetings, the ABA and the Western States Annual Bar Conference.

G. Magnitude and Scope: The ED's decisions affect the financial health of the WSBA and its \$22 million-plus budget.

III. Conditions and Equipment

A. Working Conditions: It generally takes 55-65 hours per week to meet job requirements. Many tasks are time sensitive. Frequent evening and weekend work and travel is required.

B. Equipment Operation: The position must be proficient in using general office equipment and communication devices.

IV. Specifications:

A. Education Required: J.D. or successful completion of Washington's APR 6 law clerk program or other educational requirements necessary to be licensed as an Active lawyer in Washington.

Preferred: _____

B. Experience Required:

- A minimum of 5 years progressively responsible experience in management and administration, with at least 5 years in a chief management role.
- Law-related experience.
- Human resources management and administration experience.

Preferred: Association management or volunteer Board member experience.

C. Abilities/Skills Required:

- Strong ability to speak and write, give presentations and represent the WSBA.
- Demonstrated success in working with and promoting diversity.
- Demonstrated ability to work with multiple, diverse groups recognizing their interests and building respectful communication.
- Experience in developing and implementing programs
- Ability to budget and manage association's finances.

- A proven leader with ability to lead and manage a large staff.
- Outstanding communication skills.
- Ability to think and plan strategically.

Preferred:

- Direct budget responsibility of over \$23 million.
- Experience managing a multi- function organization.
- Personal qualities:
 - Integrity;
 - Resilient;
 - Adaptable;
 - Collegial;
 - Open-minded;
 - Decisive;
 - Organized;
 - Energetic/action-oriented;
 - Analytic/planning focus; and
 - A team builder.

VI. Reasonable Accommodation: Ability with or without accommodation to attend Board meetings around the state, and to make presentations and represent the Board at events and functions. Ability to communicate ideas and issues verbally and in writing.
