



**UNIVERSITY OF GUAM  
UNIBETSEDÁT GUÅHAN  
Board of Regents**

**Resolution No. 23-19**

**RELATIVE TO AMENDING THE EMPLOYMENT AGREEMENT FOR THE  
PRESIDENT OF THE UNIVERSITY OF GUAM**

**WHEREAS**, the University of Guam (UOG) is the primary U.S. Land Grant and Sea Grant institution accredited by the Western Association of Schools and Colleges Senior College and University Commission serving the post-secondary needs of the people of Guam and the Western Pacific region;

**WHEREAS**, the UOG Board of Regents (BOR) is responsible for appointing the President of UOG, for a specified contractual term, and determining the President's duties, compensation, salary, and endowment;

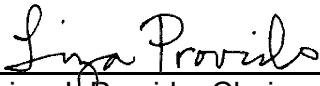
**WHEREAS**, the original employment agreement for the President of UOG was not clear on the insurance coverage for the return to Washington State from Guam of household effects as it was for the transfer to Guam from Washington State;

**WHEREAS**, the amendment makes clear that insurance for household effects will apply for the return to Washington State from Guam and has been reviewed by General Counsel to its form and validity; and


**WHEREAS**, the Vice President for Administration and Finance/Chief Business Officer, UOG President and BOR Executive Committee have reviewed the proposed amendment and recommend it to the BOR for approval.

**NOW, THEREFORE BE IT RESOLVED**, that the BOR approves the first amendment to the employment agreement for the President of UOG, effective immediately.

Adopted this 6<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Liza J. Provideo, Chairperson

**ATTESTED:**

  
\_\_\_\_\_  
Thomas W. Krise, Ph.D., Executive Secretary


**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT FOR THE PRESIDENT  
OF THE UNIVERSITY OF GUAM**

The University of Guam, hereinafter referred to as the "University," and Thomas W. Krise, Ph.D, hereinafter referred to as "President," hereby agree to amend their Employment Agreement for the President of the University of Guam, which the Parties entered into on or about July 17, 2018, as follows:


1. Paragraph 17.0(d) is amended to read: "The University shall be responsible for any return airfare transportation and shipping of three thousand five hundred (3,500) pounds of authorized household effects, packed, crated, and insured, for the President and spouse from Guam to the point of hire if the President completes the term of the Agreement."
2. All other terms of the contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the dates indicated under their respective signatures.

**PRESIDENT:**

  
\_\_\_\_\_  
Thomas W. Krise, Ph.D.                      6 June 2023  
Date

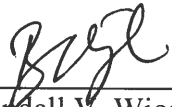
**UNIVERSITY OF GUAM:**

  
\_\_\_\_\_  
Liza J. Provide                                      6/6/23  
Date  
Chairperson, UOG Board of Regents

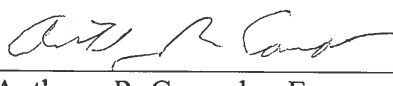
  
\_\_\_\_\_  
Mike W. Naholowaa                              June 6, 2023  
Date  
Treasurer, UOG Board of Regents

**Certified Funds Available:**

Certifying Officer:

  
\_\_\_\_\_  
Randall V. Wiegand                              6/6/23  
Date

**Approved As To Form and Legality:**

  
\_\_\_\_\_  
Anthony R. Camacho, Esq.                      6/6/23  
Date  
UOG General Counsel

GL# 10A200000T5

## EMPLOYMENT AGREEMENT FOR THE PRESIDENT OF THE UNIVERSITY OF GUAM

This Agreement is made by and between the University of Guam Board of Regents (“Board”) and Thomas W. Krise, Ph.D. (“Dr. Krise” or “President”).

### WITNESSETH

**WHEREAS**, the University of Guam undertook a search to select a new President for the University;

**WHEREAS**, the Board, acting upon recommendations from the Presidential Search Committee, by an affirmative vote of six (6) members, selected Dr. Krise to be the President of the University of Guam;

**WHEREAS**, the Board has determined that Dr. Krise possesses those qualities of a President of the University of Guam required pursuant to 17 GCA § 16110 (b);

**WHEREAS**, Dr. Krise has accepted the appointment of the Board and desires to serve as the President of the University of Guam; and

**WHEREAS**, the parties hereto now wish to specify the terms and conditions of Dr. Krise’s employment as President of the University.

**NOW, THEREFORE**, in accordance with the mutual and dependent terms and conditions set forth herein, the **BOARD OF REGENTS OF THE UNIVERSITY OF GUAM** and Dr. Krise hereby agree as follows:

#### **1.0 Appointment as President**

- 1.1 Board appoints and employs Dr. Krise to be President of the University of Guam (“University”), to serve as the chief executive officer of the University under policies, supervision, and direction of the Board. The President shall be the executive head of the internal operating organization of the University and shall be responsible for the administration of the academic, business, and services activities thereof. President accepts and agrees to such employment.
- 1.2 President shall perform all duties required by law, University of Guam policies, rules, regulations and procedures, and by this Agreement, including but not limited

to:

- 1.2.1 Serving as the Executive Secretary, *ex officio*, of the Board;
- 1.2.2 Seeking sources of local, regional and national public and private funding for the support of the University;
- 1.2.3 Serving as Secretary, *ex officio*, on the Board of Directors of the University of Guam Endowment Foundation, unless otherwise directed by the Foundation Board;
- 1.2.4 Promoting the teaching, research and service mission of the University;
- 1.2.5 Serving as Chairperson of the Board of Directors of the Research Corporation of the University of Guam;
- 1.2.6 Ensuring that in administering the affairs of the University, the University abides by the statutes of Guam and the Board policies, rules, regulations, and procedures issued for the operation of the University;
- 1.2.7 Informing the Board of the activities, problems, and needs of the University;
- 1.2.8 Formulating, presenting and defending the annual University budget to the Board and the Guam Legislature;
- 1.2.9 Undertaking all efforts possible to maintain the standards requisite for accreditation of the University;
- 1.2.10 Approving the hiring, promotion and dismissal of all classified and non-academic personnel for the University in accordance with Civil Service procedures as may be necessary to fulfill the mission and purposes of the University;
- 1.2.11 Recruiting and appointing faculty and administrators, on the recommendations of appropriate administrators and guided by the recommendations of Search Committees, as may be necessary to fulfill the mission and purposes of the University;
- 1.2.12 Delegating responsibilities and commensurate authority to appropriate personnel and evaluating their performance;
- 1.2.13 Providing institutional, faculty and educational leadership and long-range planning;

- 1.2.14 Supervising institutional buildings, grounds and equipment controlled by this University;
- 1.2.15 Recruiting, retaining, and graduating students and providing student services;
- 1.2.16 Promoting alumni relations with the University and alumni support of the University;
- 1.2.17 Communicating effectively with the University's multi-ethnic Board, faculty, staff and students in order to build and nurture coalitions;
- 1.2.18 Implementing shared governance with the faculty;
- 1.2.19 Maintaining a proper balance among the University's regional and international missions with the understanding that the local mission is the University's primary focus;
- 1.2.20 Promoting articulation with local and regional institutions.

## **2.0 Performance of Duties as President**

- 2.1 President agrees to faithfully, industriously, and with application of experience, ability and talent, devote full-time attention and energies to the duties as President of the University;
- 2.2 Such duties shall be rendered at the campus of the University of Guam and at such other place or places as Board or President shall deem appropriate for the interest, needs, business or opportunity of the University;
- 2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited.
- 2.4 President shall not, without prior written permission from the Board, render service of any professional nature, excluding publications, teaching and consultation in President's professional field, to or for any person or firm for remuneration other than to the Board. It is understood that the President's professional field includes

consulting with other academic institutions, organizations, agencies or foundations with regard to professional assessment, program review, strategic planning, and related matters; nothing in this Agreement shall be deemed to prohibit the President from participation in such activities.

- 2.5 President shall not engage in any activity that may be competitive with and adverse to the best interest of the University.
- 2.6 Pursuant to Title 4 Chapter 5 of the Guam Code Annotated (“4 GCA Chapter 5”), the President may engage in political activity consistent with the restrictions set forth in Section 5103, so long as such activity does not materially compromise his efficiency or integrity as President or the neutrality, efficiency or integrity of the University of Guam, as proscribed in Section 5103.

**3.0 Term of Appointment: Evaluation: Renewal**

- 3.1 This appointment shall be for a term of five (5) years, commencing on or before August 6, 2018 and will terminate on August 5, 2023. Time is of the essence with regard to the commencement date.
- 3.2 After the completion of twelve (12) months of the term of this Agreement, and annually thereafter, a committee of the Board shall meet with the President to evaluate and discuss President’s performance. To aid the Board in such annual job performance review, the President agrees to furnish such oral and written reports as may be required by the Board. However, the outcome of the President’s annual review shall not be used to terminate this Agreement other than as provided for in Section 16.1 of this Agreement.
- 3.3 The Board, in its sole discretion, may offer to extend this Agreement for an additional year(s) upon the terms and conditions contained in this Agreement or upon such additional or different terms as may be agreed upon by President and Board. In the event this Agreement is not renewed, the Board shall give the President a nine (9)-month notice of non-renewal.

**4.0 Salary**

- 4.1 For all services rendered under this Agreement, the Board shall pay President an annual base salary of Two Hundred Ten Thousand Dollars (\$210,000) payable in twenty-six (26) pay periods. Salary shall include deductions for applicable Guam and federal taxes.
- 4.2 President's salary shall be reviewed annually. Should the Board determine that the President's performance is satisfactory or better, the President shall be entitled to an annual merit base salary adjustment of two to three percent (2% to 3%) for a satisfactory or better performance review.
- 4.3 President shall be responsible for any income tax liability incurred as a result of this Agreement.

## **5.0 Insurance and Retirement Benefits**

- 5.1 President and his eligible dependents shall be eligible for standard Government of Guam hospitalization, medical, dental and other forms of insurance offered to full-time employees of the University.
- 5.2 President shall be an employee of the University for the purposes of being covered by the Board's Government of Guam Worker's Compensation policy.
- 5.3 President will be required to participate in the Government of Guam Defined Contribution Retirement Program. He may also voluntarily participate in the Government of Guam 457 Deferred Compensation Program.

## **6.0 Annual and Sick Leave**

The President shall be entitled to annual leave at the rate of eight (8) hours per bi-weekly pay period, pursuant to 4 GCA § 4109. The President shall be entitled to sick leave at the rate of four (4) hours per bi-weekly pay period, pursuant to 4 GCA § 4108. Annual accumulated leave is limited to three hundred twenty (320) hours each fiscal year. Annual leave in excess of 320 hours shall be credited to sick leave, not to exceed one hundred (100) hours credited at the end of each fiscal year. The remainder of the excess leave after crediting 100 hours to sick leave, if any, shall be lost. Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.

Unused annual and/or sick leave at the time of termination of employment or retirement will be subject to the provisions under the Government of Guam Defined Contribution Retirement Program.

**7.0 Housing**

The Board shall provide a housing allowance of Two Thousand Dollars (\$2,000) per month, inclusive of but not limited to any association and/or maintenance fees. The annual amount of the housing allowance shall be payable in twenty-six (26) installments that coincide with the University pay periods and shall be considered part of the President's gross compensation package.

**8.0 Automobile Allowance**

The Board shall provide an automobile allowance of Five Hundred Dollars (\$500) per month which shall be considered as part of the President's gross compensation package. This allowance is intended to cover automobile and associated expenses incurred by the President for the use of his personal vehicle for University purposes.

**9.0 Professional Dues and Meetings**

During the term of this Agreement, and upon approval of the Chair of the Board, the University shall either advance sums or reimburse the President for reasonable costs incurred by the President to maintain or improve his/her professional skills and performance, to attend educational conferences, conventions, courses, seminars and other similar professional growth activities, including President's individual membership in professional organizations.

Costs include actual expenses for said training, such as travel, registration, room and meals for attending professional conventions. The President agrees to submit documentation to the University that substantiates such expenses in accordance with the general public policy of the University.

**10.0 Travel for the University**



The Board shall provide airfare, lodging, meals and reasonable expenses to support travel to accomplish University goals and objectives. Such travel may be required for fundraising functions and to officially represent the university with accrediting bodies, national and international organizations and Washington D.C. departments and agencies and other functions as may be needed to support the University. The President shall provide a full report to the Board within ten (10) business days starting the day of his return to work from official travel.

The President's spouse is authorized to accompany the President on official travel to one annual Board-approved meeting/conference and to attend selected fundraising events as needed to represent the University's interests.

The President's spouse is prohibited under Guam law from being employed at the University during the President's term of office.

**11.0 Entertainment Allowance**

Board will provide for reasonable expenses incurred by President for University-related entertaining, as approved by the Chair of the Board.

**12.0 Membership in Service Organizations**

Board will provide President with membership in organizations that would further the interests of the University, as approved by the Chair of the Board.

**13.0 Expense Receipts and Documentation**

President agrees to maintain and furnish an accounting of expenses provided for in this Agreement in reasonable detail as required.

**14.0 Tenure Status and Retreat Rights**

The President shall be tenured as a full professor in an appropriate academic department of the University, in recognition of his prior years of tenured service in previous institutions. The President may retreat to full-time faculty status, except if he is

terminated for cause from the position of President, at a salary equal to the highest paid faculty member.

**15.0 Working Facilities**

President shall be furnished with a private office, secretarial assistance and such other facilities and services suitable to the position and adequate for the performance of the duties. In addition, as an extended working facility, the President's residence shall also be furnished with a computer, printer, scanner, facsimile, and WIFI/Internet. A cell phone unit will be provided that is compatible with the service plan selected and paid for by the President.

**16.0 Termination**

**16.1 Termination by the Board for Cause.** The Board, by an affirmative vote of at least five (5) members, may terminate the services of the President for cause. Such cause consists of malfeasance in office or for persistent neglect of, or failure to discharge duties, or for offenses involving moral turpitude, and for no other cause. The President shall not be removed from office before a written bill of particulars has been given to him and before an investigation and an open and public hearing shall have been had. Should the President remove his residence from Guam, he shall be deemed to have vacated his/her office.

**16.2 Termination for Disability or Death.** This Agreement may be terminated by the Board if the President dies or becomes totally disabled, incapacitated, or physically, mentally, or legally incapable of carrying out the duties of President, as defined by this Agreement. If the President become incapable of carrying out the duties of office, due to permanent disability or incapacity and is terminated, Board shall be liable to President or President's personal representative, as the case may be, for any accrued but unpaid compensation together with a proportionate part of any other benefits which would be due and payable to the President, or personal representative, as the case may be, for any accrued but unpaid compensation together with a proportionate part of any other benefits which would be due and payable to the President, or personal representative, as the case may be, by reason of death or

incapacity during employment by the Board. President shall receive a monthly salary payment for 12 months, which may be a combination of long-term disability insurance payments and wages, if permitted by the terms of the insurance policy, or be comprised totally of wages paid by the University. Should President become eligible for a Government of Guam disability retirement annuity, then said annuity shall be in lieu of the disability benefits provided herein.

#### **17.0 Relocation**

The University will provide: (i) transportation from Washington State, the point of recruitment, to Guam (subject to other terms and provisions of the Agreement) for the President and spouse; and (ii) shipment from point of hire to Guam of authorized household effects up to three thousand five hundred (3,500) pounds, packed and crated. All costs of packing, crating and insurance will be covered by the University.

- (a) Spouse will travel accompanied by the President unless prior approval is obtained from the University.
- (b) The University will not be responsible for any excess baggage charges or for similar charges made by any carrier for transportation of items exceeding those normally transported without cost as accompanied baggage.
- (c) No portion of the household effects allowance will be used for the shipment of a motor vehicle.
- (d) The University shall be responsible for any return airfare transportation and shipping of three thousand five hundred (3,500) pounds of authorized household effects, packed and crated, for the President and spouse from Guam to the point of hire if the President completes the term of the Agreement.
- (e) The University shall not be responsible for injury to or death of the President or spouse arising from transportation furnished hereunder, or for damages to household effects whether in transit or storage, or for damages or inconvenience caused by delay, transportation unavailability, rescheduling, errors of any travel agent or any other matters beyond the direct control of the University.

The University shall provide for up to one month of paid hotel accommodations and rental of a car prior to the President moving into a permanent residence. Reservations and selection of hotel and car rental agency will be made by the University. However, the University shall not be responsible for damages incurred by the President arising from hotel and rental car furnished. The University strongly recommends that rental car insurance be secured at the President's expense.

**18.0 Indemnification**

The University agrees to and shall indemnify, defend and hold the President harmless from and against all claims, causes of action, costs, expenses, losses, liabilities, damages or obligations, including reasonable attorney's fees, arising from or relating to (i) his employment as President of the University of Guam; or (ii) the performance of or scope of work of his official duties; or (iii) any action, suit or proceeding in which he is sued in his official or personal/individual capacity in any matter relating to the performance of his duties as President. The indemnification provided hereunder shall include the attorney's fees incurred or imposed upon the President in connection with or resulting from any action, suit or proceeding. The University further agrees to indemnify the President against any damages, costs or expenses which may be incurred or paid in connection with any such action, suit or proceeding, or the settlement or compromise thereof.

**19.0 Entire Agreement: Modification**

This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representative or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto.

**20.0 Severability**

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

This Agreement shall be interpreted and construed in accordance with the laws of Guam, which shall be the forum for any lawsuit arising from or incident to this Agreement.

**21.0 Waiver**

No delay or failure to enforce any provision of this Agreement shall constitute a waiver of limitation of rights enforceable under this Agreement.

**22.0 Non-Assignable**

This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

**23.0 Notices**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by overnight commercial courier or mailed, by certified mail, return receipt as follows:

**THE BOARD OF REGENTS**

Elizabeth C. Gayle  
Chairperson, Board of Regents  
UOG Station  
  
Mangilao, Guam 96923

**THE PRESIDENT**

Thomas W. Krise, Ph.D.  
Office of the President  
Jesus & Eugenia Leon Guerrero Bldg.  
UOG Station  
Mangilao, Guam 96923

**24.0 Counterparts**

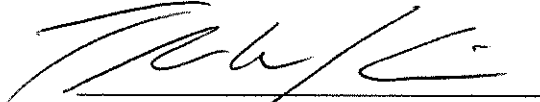
This Agreement may be executed by the parties in counterparts.

**SIGNATURE PAGE FOLLOWS.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated under the respective signatures.

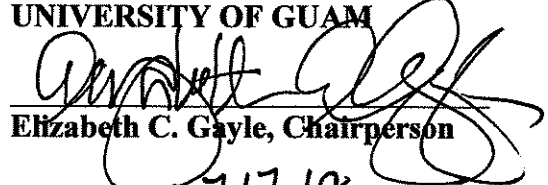
**PRESIDENT**



**Thomas W. Krise, Ph.D.**

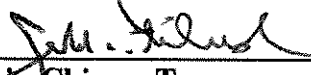
Date: July 9, 2018

**BOARD OF REGENTS OF THE  
UNIVERSITY OF GUAM**



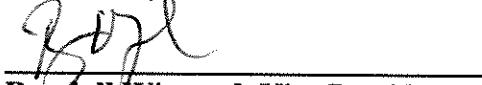
**Elizabeth C. Gayle, Chairperson**

Date: 7.17.18

for:   
**Elyin Chiang, Treasurer  
Chairman of Budget, Finance, Investment  
and Audit Committee**

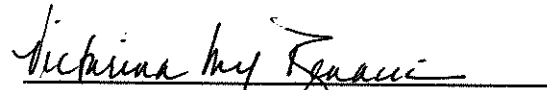
Date: 7/17/18

**Certifies as to Funds Available:**



**Randall Wiegand, Vice President  
Administration and Finance  
Certifying Officer**

Date: 7/16/18  
GL# 10A200000T5

  
**Victorina M.Y. Renacia  
Legal Counsel**

Date: 7/16/18