CONFIDENTIAL SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS

This Severance Agreement and Release of All Claims ("Agreement") is made and entered into voluntarily by and between Southern Oregon University ("SOU") and GREG PERKINSON ("PERKINSON"). SOU and PERKINSON are collectively referred to as the "Parties."

WHEREAS, SOU employed PERKINSON as the Vice President of Finance & Administration and Chief Financial Officer on December 18, 2017;

WHEREAS, the Parties wish to completely resolve and settle any and all disputes PERKINSON may have relating to grievances, complaints, sanctions, actions, petitions, and demands against SOU, including, but not limited to, any and all claims arising out of, or related to, PERKINSON's employment or separation of employment with SOU; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the Parties agree as follows:

1. Effective Date

This Agreement is effective on the date outlined in Section 4(b).

2. SOU's Obligations

In exchange for the releases and other obligations by **PERKINSON** in this Agreement, **SOU** shall, no later than fourteen (14) days after the effective date of this Agreement and the expiration of the review and revocation periods described herein or **PERKINSON** signing the release, whichever is later:

- (a) This Agreement shall be deemed PERKINSON's voluntary resignation effective December 31, 2023.
- (b) Provide **PERKINSON** with the following consideration:
 - i **PERKINSON** will be on paid administrative leave from August 14, 2023, through November 10, 2023.
 - ii **PERKINSON** beginning November 11, 2023, may use any eligible vacation accrual to extend their employment until their vacation leave is fully exhausted or until December 31, 2023.
 - iii **PERKINSON** shall be eligible for all employee health benefits and earned leave accruals they would receive.
 - iv **PERKINSON**, during the term of paid administrative leave, in (b)(i) and any vacation leave, in (b)(ii), may adjust health benefits in accordance with **SOU** policies for all employees. All requested changes in benefits must be directed through **SOU**'s Director of Human Resources.
 - v SOU, after December 31, 2023, will payout any eligible vacation accruals in accordance with university policy.
- (c) Continue **PERKINSON**'s health benefit coverage through January 31, 2024. Should benefits be desired beyond this period, **PERKINSON** may elect COBRA and will be responsible for both the employer and employee costs of maintaining health benefits coverage. More information can be found at https://inside.SOU.edu/hrs/cobra.html.

- (d) **SOU**'s Director of Human Resources is the designated representative to whom **PERKINSON** shall refer any requests for any general reference checks and any related inquiry concerning any future employment. Upon being contacted by any other employer concerning **PERKINSON**'s employment at **SOU**, the designated representative shall provide nothing more nor less than the following information about **PERKINSON**: date of hire; date of separation; positions held; job duties; and last salary. In response to inquiries on whether **SOU** would be eligible for rehire **PERKINSON**, the answer will be "Yes."
- (e) President Rick Bailey has provided the attached letter of recommendation for **PERKINSON**'s use (Attachment A);
- (f) If asked about **PERKINSON**'s separation from **SOU**, **SOU** will characterize it as a retirement. If it deems it appropriate, the university will make a public announcement related to **PERKINSON**'s retirement.
- (g) As further consideration for **PERKINSON**'s voluntary resignation referenced in Paragraph 2(a), **SOU** further agrees not to contest any unemployment claim filed by **PERKINSON**, recognizing that any decision with regard to unemployment benefits is in the sole discretion of the Oregon Employment Department ("OED"). Nothing in this Agreement precludes **SOU** from fully cooperating with OED or otherwise participating in any process related to unemployment benefits as required by law.

3. PERKINSON's Obligations

In exchange for **SOU**'s fulfillment of all obligations, mutual covenants, and considerations contained in this Agreement, **PERKINSON** agrees to:

- (a) Digitally sign and complete the Employee Notice of Resignation Form (Attachment B) and the Employee Separation Form (Attachment C), where the last day physically worked is July 27, 2023, and the separation date is December 31, 2023 (the last day in paid status). PERKINSON shall provide it, along with any remaining issued university property (e.g., keys, fob, laptop, SOU ID, etc.) as well as any passwords to SOU's Director of Human Resources within seven (7) calendar days of the effective date of this Agreement by mailing it to: Southern Oregon University, Human Resources (Churchill Hall, Room 159), 1250 Siskiyou Boulevard, Ashland, OR 97520; and
- (b) Waive the right to reinstatement at SOU and acknowledges that PERKINSON is not eligible for reemployment at SOU. PERKINSON further agrees that they will not apply for any position, employment, or otherwise (including in a volunteer capacity) at SOU. If PERKINSON does apply and is rehired by SOU at any subsequent time, SOU is entitled to terminate PERKINSON's employment upon discovery of the hiring, and PERKINSON shall have no recourse or claim against SOU or the Additional Releasees as a result of such termination.
- (c) Make no written, oral, or visual statement or communication to any individual or group, the media, social media, or any public or private forum regarding **PERKINSON**'s retirement, resignation, or separation of employment (collectively "Separation") from **SOU**. Except, if asked by others about this Separation, **PERKINSON**'s response shall be limited to: "I have retired from **SOU**. I value my time at the university and the friendships I have built. I appreciate the university's commitment to students and public education. I wish SOU the best for the future." This provision is not intended to limit **PERKINSON'S** ability to testify truthfully in an action to enforce his rights under this Severance Agreement or if compelled to testify by law.
- (d) **PERKINSON** agrees to immediately resign from all internal and external committees and appointments they serve on as a representative on behalf of **SOU**, as they will no longer be eligible because they are no longer an employee. **PERKINSON** is currently a member of the City of Ashland, Planning Commission; **PERKINSON** agrees that with his knowledge and operations of **SOU**, an actual or perceived conflict of interest may exist and that they will recuse themself from all deliberations, discussions, or decisions regarding

SOU. Further, PERKINSON agrees not to apply for any boards, commissions, or entities that directly oversee Southern Oregon University or its affiliates, including but not limited to the Southern Oregon University Board of Trustees and the Higher Education Coordinating Committee. If PERKINSON does apply or is appointed to any body that directly oversees SOU at any subsequent time, PERKINSON agrees to disclose that they may have an actual or perceived conflict of interest and recuse themself from any and all deliberations, discussions, or decisions regarding SOU. In the event that PERKINSON does not disclose the actual or perceived conflict of interest or does not recuse themself from deliberations, discussions, or decisions regarding SOU, SOU will be entitled to share truthful and accurate information regarding PERKINSON's Separation as well as this Severance Agreement with decision makers as is necessary to protect SOU's interests; PERKINSON agrees this disclosure shall not be a breach of this Agreement and they release, waive, and shall have no recourse or claim against SOU or the Additional Releasees from such action.

4. Waiver and Release

- (a) In exchange for the promises, covenants, and consideration described in this Agreement, PERKINSON fully releases and forever waives and discharges SOU, the Southern Oregon University Board of Trustees ("Board of Trustees"), the State of Oregon, and all of their affiliated entities and any of their past and present trustees, officers, directors, employees, attorneys, insurers and agents in their individual and representative capacities (collectively "Additional Releasees"), from and against any and all claims, demands, actions, suits, causes of action, debts, reimbursements, accounts or controversies of any nature whatsoever, known or unknown, that PERKINSON has, or may have had or accrued, against SOU or any Additional Releasee, up to and including the date of this Agreement, including, but not limited to, any claim in any way related to their employment with SOU or the termination of their employment with SOU. This release further extends to all claims for discrimination in employment, any claims of retaliation, negligence, and intentional conduct of any sort, claims for defamation, claims based upon age, sex, gender, race, color, national origin, religion, disability, marital status, sexual orientation, or gender identity. However, while PERKINSON releases all claims, nothing in this release prohibits participating in investigations of discriminatory conduct by BOLI, the EEOC, or a similar government agency. All parties acknowledge that at the time of this release, there are no known claims, nor has PERKINSON alleged claims arising from discrimination during PERKINSON's employment. This release also extends to all claims of any kind under any constitutional, contract, tort, or other legal, equitable, statutory, or common law theories, including, but not limited to, claims for breach of contract, for tortious interference with contract, or under the Oregon and U.S. constitutions.
- (b) In further consideration of the **SOU**'s obligations in this Agreement, **PERKINSON** hereby irrevocably and unconditionally fully and forever waives, releases, and discharges **SOU** and Additional Releasees from any and all claims, whether known or unknown, from the beginning of time to the date of your execution of this Agreement, arising under the Age Discrimination in Employment Act ("ADEA"), as amended, and its implementing regulations, including the Older Workers' Benefit Protection Act. By signing this Agreement, **PERKINSON** hereby acknowledges and confirms that:
 - i. they have read this Agreement in its entirety and understand all of its terms;
 - ii. they have been advised of and have availed themselves of their right to consult with an attorney prior to executing this Agreement;
 - iii. they knowingly, freely, and voluntarily agree to all of the terms and conditions set out in this Agreement, including, without limitation, the waiver, release, and covenants contained herein:
 - iv. they are executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which they are otherwise entitled;
 - v. they were given at least twenty-one (21) days to consider the terms of this Agreement and consult with an attorney of their choice, although **PERKINSON** may sign it sooner if desired;
 - vi. they understand that they have seven (7) days from the date they sign this Agreement to revoke the ADEA release in this Section by delivering written notice of revocation. Written notice must be by signed letter executed by **PERKINSON** and delivered to the Office of the General Counsel, Southern

Oregon University 131 Churchill Hall 1250 Siskiyou Blvd. Ashland, OR 97520, and the written notice must be *received* by the University's Office of the General Counsel by midnight on the seventh calendar day after **PERKINSON** signs this Agreement;

vii. they understand that the release contained in this paragraph does not apply to rights and claims that may arise after the date on which they sign this Agreement.

The parties agree that any changes to this Agreement, whether material or not, do not restart the running of the twenty-one (21)-day period. If **PERKINSON** signs and does not revoke this Section, this Agreement will become effective, in its entirety, on the eighth (8th) day after they sign this Agreement (the "**Effective Date**"). If **PERKINSON** signs this Agreement but later revokes the ADEA release in this Section, the remainder of this Agreement will remain in full force and become effective on the Effective Date.

- (c) PERKINSON also includes within the scope of the release of claims in subsections 4(a) and 4(b) above, not only specific persons and entities named but also all persons or entities who are or may be liable to PERKINSON as joint tortfeasors with respect to any claims arising from PERKINSON's employment or separation of employment with SOU.
- (d) PERKINSON represents that they have not filed any complaints, causes of action, or other claims against SOU or its Board of Trustees, officers, directors, employees, agents, or assigns with any local, state, or federal agency or court, and they will not do so at any time hereafter as to any acts occurring at any time before execution of this Agreement, and that if any such agency or court assumes jurisdiction of any complaint, cause of action, or claim against SOU or its Board of Trustees, officers, directors, employees, agents or assigns PERKINSON will request such agency or court to withdraw from the matter.
- (e) PERKINSON agrees that, at all times, they were fully able to seek legal counsel or advice from a trusted source related to their employment and this Agreement.

5. Disputed Claims

This Agreement is entered for the purpose of settling and compromising disputed claims and does not constitute an admission that either party, or any person or entity, violated any local, state, or federal law or that either party engaged in any improper or unlawful conduct or wrongdoing.

6. Non-Disparagement

PERKINSON shall not make any oral, written, or visual statement or communication about **SOU** and the Additional Releasees which is intended to, or reasonably likely to, disparage or otherwise degrade **SOU** or the Additional Releasees' reputation(s) in the community or education industry. This provision is not intended to limit **PERKINSON**'S ability to testify truthfully in an action to enforce his rights under this Severance Agreement or if compelled to testify by law.

As a public institution, **SOU** is required by law to publicly present information in open public forums and to comply with public records requests. **SOU** agrees that it will use reasonable efforts not to voluntarily initiate using **PERKINSON**'s name related to the recent budgetary and financial issues surrounding **SOU**. However, **PERKINSON** acknowledges and agrees that **SOU** must respond truthfully and accurately to lawful requests for information and such disclosure shall not be deemed a breach of the Agreement. **PERKINSON** hereby agrees to waive any claims against **SOU** related to **SOU** fulfilling its legal obligations and mission as a public institution related to **PERKINSON**'s service to **SOU**.

7. Non-Disclosure Obligation

The Parties agree that all terms of this Agreement are, and shall remain, confidential and that they shall not disclose any of the terms of this Agreement to any person or entity without the prior written consent of the other

Parties, except as necessary to enforce and effect the terms of this Agreement or as required by applicable law. Further, nothing in this paragraph is intended to prevent **PERKINSON** from discussing the terms and conditions of his employment as permitted by applicable law. Further, this provision does not prevent or restrict **PERKINSON** from enforcing his Section 7 rights under the National Labor Relations Act, participating in Section 7 activity, or otherwise cooperating with a National Labor Relation Board's investigative process, as applicable.

8. Entire Agreement

Except as provided herein, this Agreement supersedes all other understandings and agreements, oral or written, between the Parties with respect to its subject matter and constitutes the sole and entire agreement between the Parties with respect to its subject matter. The terms of this Agreement are contractual and not merely recitals. No alteration, amendment, or modification of this Agreement is valid unless it is in writing and is properly executed by the Parties to this Agreement.

9. Choice of Law and Venue

This Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of Oregon. Any claim, action, or suit between the Parties will be brought and conducted solely and exclusively within a Circuit Court located in Jackson County, Oregon or, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon.

10. Severability

If a court of competent jurisdiction holds that any provision or subpart thereof contained in this Agreement is invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability shall not affect any other provisions in this Agreement.

11. Costs and Attorneys' Fees

Each party is responsible for their own attorneys' fees and costs in relation to the matter that is the subject of this Agreement.

12. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement which, upon the Effective Date, shall be binding upon and effective as to all Parties. Further, facsimile and electronic signatures, including by email, shall be deemed to be original signatures.

By signature below, the Parties acknowledge and agree that they have read this Agreement in its entirety, they understand its terms, they have had an adequate opportunity to consult counsel, and they fully and voluntarily agree to be bound by the terms of this Agreement.

Greg Perkinson

Date

Richard Bailey, Jr., Ph.D., President Southern Oregon University

Date





August 11, 2023

RE: Letter of Recommendation - Greg Perkinson

To Whom It May Concern:

I am pleased to write this letter of recommendation on behalf of Greg Perkinson, Colonel, United States Air Force (retired). Greg served as the Vice-President of Finance and Administration and Chief Financial Officer for Southern Oregon University from 2017 to 2023.

Greg and I have worked closely together since January 2022, and I admire his high level of commitment, energy, and integrity. His kindness, compassion, and care for his team were appreciated by all who served alongside him, making him a model Chief Operating Officer. As I think about his legacy here at SOU, three things will definitely stand out and help define his service: (1) jumping in with the rest of the leadership team to tackle the seemingly impossible task of realigning our fiscal structure to provide long-term sustainability; (2) oversight of the thoughtful launch of our new Core Information Systems Replacement (CISR) project, which will provide greater effectiveness and efficiencies for decades to come; and perhaps most notably, (3) his steadfast leadership and organizational prowess in skillfully and sensitively helping students, faculty, staff and our community endure, and indeed thrive, during the COVID pandemic.

As the President of Southern Oregon University, in addition to the work he has done, I truly appreciate Greg's outstanding service, his kind heart, and his calm demeanor. It has been an honor to serve with him.

Very Respectfully,

Richard J. Bailey, Jr., Ph.D.

President





Employee Notice of Resignation/Transfer

Instructions – This form is used when employees end employment prior to the appointment's original termination date or for resignation from one SOU position to accept another SOU position. This Employee Notice of Resignation/Transfer form must be completed by the employee and submitted to the department supervisor at the time official resignation is given. Additionally, an Employee Separation form must be completed and submitted to Human Resource Services prior to the employee's last day physically worked.

ATTACHMENT C





Employee Separation Form

Instructions — This form is used when employees separate entirely from Southern Oregon University employment. The form should be completed by the employee, routed for appropriate signature clearance, and submitted to the department supervisor on or just prior to the employee's last day physically worked. Return the completed form to HR.

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	940-	DEPARTMENT/DIVISION											
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