



OFFICE OF THE BOARD OF TRUSTEES

Public Meeting Notice

June 12, 2016

TO: Southern Oregon University Board of Trustees
FROM: Sabrina Prud'homme, University Board Secretary
RE: Notice of Emergency Meeting of the Board of Trustees

The Southern Oregon University Board of Trustees will hold an emergency meeting on the date and at the location set forth below.

The purpose of the meeting will be a discussion regarding and the appointment of the next president of Southern Oregon University.

The meeting will occur as follows:

Monday, June 13, 2016
4:30 to 5:30 p.m. (or until business concludes)
Hannon Library, Meese Room, 3rd Floor
Visit sou.edu/video at the time of the meeting to stream the proceedings.

The Hannon Library is located at 1290 Ashland Street, on the Ashland campus of Southern Oregon University. **To arrange special accommodations or to sign-up in advance for public comment, please contact Kathy Park at (541) 552-8055.**



Board of Trustees
June 13, 2016

Call to Order and Preliminary Business



Board of Trustees Emergency Meeting

Monday, June 13, 2016
4:30 – 5:30 p.m. (or until business concludes)
Meese Room, Hannon Library

AGENDA

Persons wishing to participate during the public comment period shall sign up at the meeting.
Please note: times are approximate and items may be taken out of order.

- 1 Call to Order and Preliminary Business** Chair Thorndike
 - 1.1 Welcome and opening remarks
 - 1.2 Roll call Sabrina Prud'homme,
SOU, Board Secretary
- 2 Public Comment**
- 3 Discussion Regarding Appointment of the
New President of Southern Oregon University
(including discussion regarding terms of
appointment) (Action)** Chair Thorndike
- 4 Adjourn** Chair Thorndike

Public Comment

Appointment of the New President of Southern Oregon University

**Southern Oregon University
Board of Trustees**

Proposed Resolution Appointing the 13th President of Southern Oregon University

Whereas, ORS 352.096(1) authorizes the Board of Trustees of Southern Oregon University to appoint and employ a president of the university, which is one of the most important responsibilities of the Board;

Whereas, an open search process engaged a broad cross-section of the SOU community in a variety of ways on numerous occasions;

Whereas, a robust, nationwide search resulted in the development of a strong and qualified pool of candidates for the position;

Whereas, the next president of Southern Oregon University will need to guide the institution and campus community toward greater access, inclusivity, student success, intellectual growth, responsible global citizenship, and excellence;

Whereas, Dr. Linda Schott's qualifications, experience, and interactions with the SOU community demonstrate the necessary skills, knowledge, experience, intellect, and passion to be the clear choice for this position;

Now, therefore, be it resolved, that the Board of Trustees of Southern Oregon University hereby appoints Dr. Linda Schott as the 13th President of Southern Oregon University, effective July 29, 2016, with all the authorities and responsibilities delegated to the position, and further approves the terms of Dr. Schott's appointment and employment as outlined in the attached Exhibit A.

“EXHIBIT A”



EMPLOYMENT AGREEMENT AND NOTICE OF APPOINTMENT

THIS AGREEMENT made and entered into by and between the Board of Trustees of Southern Oregon University (hereafter referred to as “Board”) and Dr. Linda Schott (hereafter referred to as “Dr. Schott”) will be effective on July 29, 2016 and when fully executed by all of the parties. The term “parties” hereafter refers to Board and Dr. Schott.

1.0 Appointment of President; Term of Agreement

The term of Dr. Schott’s employment as president of Southern Oregon University (“University”) is from July 29, 2016 through June 30, 2019, subject, however, to prior termination as provided for in this Agreement. Prior to the expiration of this Agreement, but no later than December 31, 2018, the Board Chair and Dr. Schott will meet to discuss the Board Chair’s intent regarding his or her recommendation concerning Dr. Schott’s future reappointment as president. The Board Chair’s intent or recommendation communicated in this meeting in no way binds the Board with whom the sole power of appointment, reappointment, and compensation rests. Should the Board Chair and Dr. Schott fail to meet, this Agreement will extend for an additional term of one year upon the same terms and conditions set forth herein.

2.0 Academic Rank

While appointment as president is independent of academic rank, the Board acknowledges Dr. Schott may be awarded indefinite tenure at the University. Upon the termination of employment as president for any reason other than death or disability, Dr. Schott may elect to return to the University’s faculty. Upon Dr. Schott’s return to the University’s faculty, Dr. Schott and the University’s provost will negotiate Dr. Schott’s salary, consistent with University rule, policy, and relevant collective bargaining agreements. Dr. Schott will be subject to the current Board and University administrative rules and policies governing faculty employment, including award of indefinite tenure and other conditions of employment, including, but not limited to, those conditions of employment which are customarily set forth in a letter of appointment.

3.0 Duties and Responsibilities

As president, Dr. Schott is the executive officer of the University, an ex officio non-voting member of the Board, and president of the faculty pursuant to Oregon Revised Statutes 352.004 and 352.076. Dr. Schott is supervised by and is responsible to the Board for all matters concerning the University and is an advisor to the Board in matters of institutional policy and administration. Matters related to formal complaints pertaining to the president shall be reported to and supervised by the Board Chair and, as necessary, to other members of the Board. Dr. Schott's duties as president include, but are not limited to:

- (a) Institutional, faculty, and educational leadership;
- (b) Long-range planning, budget formulation, management of institution buildings, grounds and equipment controlled by the University;
- (c) Administration of the affairs of the University as best serves the institution consistent with Board and University rules, policies, and directives;
- (d) Student recruitment and services; faculty recruitment;
- (e) Appointing, supervising, promoting, and dismissing employees;
- (f) Preparing rules, policies, regulations, and procedures useful to the University's welfare;
- (g) Fundraising, development, and public and alumni relations; and
- (h) Addressing and documenting compliance with Board identified outcomes for each year.

4.0 Devote Best Efforts to the Work as President

Dr. Schott agrees to faithfully, industriously, and with maximum application of experience, ability and talent devote her full business-time, attention and energies to the duties as president of the University.

Such duties will be rendered at the University's campuses in Ashland and Medford, Oregon and at such other place or places as the Board or Dr. Schott deem appropriate for the interest, needs, business or opportunity of the University.

The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, will not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the Board and University under this Agreement. Dr. Schott may serve on boards of for-profit or non-profit corporations, to the extent permitted by law, rule, and policy, and after obtaining the Board Chair's written approval. The Board will not consider any income in connection with any of Dr. Schott's outside activities in setting her compensation under this Agreement.

Other than activities or services permitted by Board rules or policies, and under the preceding paragraph of this section, Dr. Schott will not render services of any professional nature to or for any person, firm, or entity for remuneration other than to the Board or University and will absolutely not engage in any activity that would cause a conflict of interest with her duties to the Board and the University. The making of passive or personal investments and the conduct of private business affairs is not prohibited by this section.

5.0 Salary and Benefits

Beginning July 29, 2016, Dr. Schott's annual base salary will be \$240,000 for a 1.0 full time equivalent position.

In lieu of a Board-provided vehicle, Dr. Schott will receive a monthly vehicle stipend of \$1,000, which shall be inclusive of and compensate her for all maintenance, gas, mileage, and any other expenses related to her vehicle.

Dr. Schott will receive the same benefits as those provided to other University employees, subject to applicable changes, currently including, but not limited to, medical, dental, disability, and life and retirement benefits, accrual of vacation and sick leave, and staff fee privileges.

6.0 Official Residence

As a term and condition of employment for Dr. Schott and for the benefit and convenience of the Board and University, the Board will provide Dr. Schott an official residence in which she is required to reside during the service as president. The residence will be used by Dr. Schott to conduct University meetings and events on a regular and continuing basis. The official residence is located at 610 Elkader Street, Ashland, Oregon 97520.

Subject to the exceptions noted below, the University will maintain the official residence in good repair and pay for utilities, telephone service, cable, internet access, and reasonable and necessary housekeeping at the official residence. Housekeeping will be provided on a bi-weekly basis and as necessary to assist in official business taking place at the residence. The University will not be obligated to pay for any damage or expense caused by the willful misconduct or negligence of Dr. Schott, her family or personal guests (normal wear and tear excepted). Dr. Schott is responsible for any such damage or expense caused by willful misconduct or negligence. For purposes of this section, "personal guests" means only those persons, outside of those invited to the residence as Dr. Schott discharges her duty to host official and other institutional functions, whom Dr. Schott invites in an exclusively personal capacity. The University will maintain the grounds of the official residence in accordance with the reasonable judgment of the University's facilities personnel. The University will keep the official residence insured for fire and extended coverage and will pay for liability insurance on the property.

With the exception of furnishings already in the official residence, the residence will be furnished with furniture and furnishings at the cost of Dr. Schott. The cost of any insurance on Dr. Schott's personal furnishings and contents in the official residence will be borne by Dr. Schott.

Dr. Schott's family will be permitted to occupy the residence under the same terms and conditions for up to ninety (90) days following (i) Dr. Schott's death or (ii) Dr. Schott's permanent disability under the terms of this Agreement. Dr. Schott and her family will vacate the residence by no later than thirty (30) days following the termination of her employment as president for any reason other than death or permanent disability.

7.0 Moving Expenses

The University will pay or reimburse Dr. Schott for her reasonable moving, travel and storage expenses from her current personal residence to Ashland, Oregon consistent with University rules and policies in a total amount not to exceed \$30,000 in actual expenses incurred for all expenses permitted by the University's moving expense policy (available at: <https://www.sou.edu/bus-serv/travel/moving-exp.html>).

8.0 Evaluation

Dr. Schott will be evaluated annually by the Board for performance. Dr. Schott, in addition to any other categories developed specifically for the president or the University, will be evaluated on the seven standard performance categories of (1) leadership, (2) financial management, (3) enrollment, (4) degrees awarded, (5) degrees in workforce shortage areas, (6) research, scholarship, and knowledge creation, and (7) representing the University with regard to advocacy and collaboration on important matters of higher education. During the Board's evaluation of Dr. Schott's first year, the Board shall reasonably consider the extent to which some of these categories require planning and execution in excess of one year to achieve certain desirable results. No later than June 1 of each year Dr. Schott is serving as president, she will submit a written self-assessment of the seven standard performance categories to the Board Chair to assist the Board Chair in completing a written performance evaluation. The self-assessment will be submitted to the Board and Dr. Schott will meet in executive session with the Board to discuss the self-assessment and the state of the University, which, also, will assist the Board Chair in completing a written performance evaluation. After the submission of the self-assessment and Board meeting, the Board Chair will complete a written performance evaluation and meet with Dr. Schott to discuss it. The written performance evaluation will be shared with the Board after the Board Chair and Dr. Schott discuss the Board Chair's written performance evaluation. It is the expectation of Dr. Schott and the Board that the university will, with the benefit of Dr. Schott's input, develop a new policy for presidential evaluation to be adopted by the Board that will supersede the process and categories of evaluation

set forth in this contract.

9.0 Travel Expenses

The University will reimburse Dr. Schott and Dr. Schott's spouse or partner for reasonable travel expenses, hotel bills, and other necessary and proper expenses, consistent with Board and University rules and policies governing travel reimbursements, when Dr. Schott is travelling on Board or University business, except that payment will be made on behalf of the spouse or partner only when the presence of the spouse or partner is of benefit to the interests of the University.

10.0 Expense Receipts and Documentation

Dr. Schott agrees to maintain and furnish an accounting of expenses provided for in this Agreement in accord with Board and University rules and policies and in reasonable detail.

11.0 Termination

The Board reserves the right to terminate Dr. Schott's employment for just cause. Just cause termination eliminates any obligation of the Board to pay Dr. Schott beyond the effective date of termination of employment as president. Any termination of this Agreement for just cause may, but will not automatically eliminate, Dr. Schott's eligibility for continuation of an academic, tenure-related appointment or appointment to a fixed-term professional appointment. Just cause means conduct by Dr. Schott including, but not limited to, the following:

- (a) A deliberate or serious violation of the material duties set forth in this Agreement or Dr. Schott's failure to perform such material duties in good faith;
- (b) A violation by Dr. Schott of any of the other material terms or conditions of this Agreement which causes substantial harm to the Board or University and is not remedied after thirty (30) calendar days' written notice thereof to Dr. Schott;
- (c) A plea of guilty or *nolo contendere* by Dr. Schott to a felony or any crime of moral turpitude;
- (d) A prolonged or serious violation of any law, rule, regulation, Constitutional provision, Board bylaw or policy, University policy, or Board directive, or local, state, or federal law which causes substantial harm to the Board or University and is not remedied after thirty (30) calendar days' written notice thereof to Dr. Schott, if curable; or

- (e) Prolonged absence from duty for a period of thirty (30) calendar days or longer without Board or University consent and which absence is not due to illness or disability.

The Board reserves the right to terminate Dr. Schott's employment and this Agreement prior to its expiration, without cause, upon thirty (30) calendar days' of prior written notice to Dr. Schott. In the event the Board terminates this Agreement and Dr. Schott's employment as president without cause, the University will pay Dr. Schott the current, annual base salary, for one year from the effective date of the termination. This obligation will be paid on a monthly basis. If it is in the interest of the Board or University, Dr. Schott may be reassigned to other duties until the effective date of the termination of this Agreement without cause. Dr. Schott will also be entitled to continue the health insurance plan at Dr. Schott's expense under current rules and regulations governing COBRA coverage from the effective date of termination, but will not be entitled to any other benefits except as otherwise provided or required by applicable law. Under no circumstance will the Board be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of the Board's termination of this Agreement without cause. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that termination of this Agreement by the Board without cause prior to its expiration may cause loss to Dr. Schott which is extremely difficult to determine with certainty. The parties further agree that payments made based on the foregoing by the Board and acceptance thereof by Dr. Schott will constitute adequate and reasonable compensation to Dr. Schott for any loss and injury suffered and are not intended to be a penalty. Any amounts payable to Dr. Schott under this section will be reduced by the amount of Dr. Schott's earnings from other employment during the period which payments under this section are paid, if applicable.

This Agreement and Dr. Schott's appointment as president may be terminated by Dr. Schott's resignation, upon Dr. Schott providing the Board with thirty (30) calendar days' advance written notice of such resignation. Upon the effective date of Dr. Schott's resignation, Dr. Schott will not be entitled to any further compensation or benefits as president, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.

In the event of Dr. Schott's death during the term of this Agreement, her employment and this Agreement will immediately terminate on the date of her death. Dr. Schott's estate or beneficiary, as appropriate, will receive all benefits to which it is entitled pursuant to the University's various insurance plans.

If Dr. Schott becomes permanently disabled during her employment as president, this Agreement and her employment will terminate effective on the date of her permanent disability and Dr. Schott will receive all benefits to which she is entitled

pursuant to the University's various insurance plans. For purposes of this Agreement, "permanent disability" will mean that, in the opinion of a qualified medical professional jointly selected by the University and Dr. Schott (or in the event of Dr. Schott's incapacity, the person designated in her power of attorney or other duly authorized representative), Dr. Schott is unable to perform the essential functions of the job for a period of six (6) continuous months, with reasonable accommodation (as such term is defined in 42 U.S.C. §12111(9), as amended, and in the common law interpreting the same).

12.0 Non-Appropriation

If sufficient funds are not provided in future state-approved budgets to permit the Board, in the exercise of its reasonable administrative discretion, to continue this Agreement, the Board may terminate this Agreement without further liability by giving Dr. Schott not less than ninety (90) calendar days' written notice. Termination due to non-appropriation will not result in either party being entitled to liquidated damages. In determining the availability of funds for this Agreement, the Board may use the allocation provided by the Higher Education Coordinating Commission.

13.0 Severability

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for any reason, it will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.

14.0 Modification

This Agreement may not be modified or extended except by written instrument signed by Dr. Schott and authorized by the Board.

15.0 Entire Agreement

This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

16.0 Prior Agreements

This Agreement cancels and supersedes any and all prior agreements entered into between the parties.

17.0 Indemnification

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, and the

provisions of the Oregon Tort Claims Act, the Board will indemnify Dr. Schott and hold her harmless against legal fees, expenses, judgments and other financial amounts incurred while serving in her capacity as president of the University. Dr. Schott will continue to be indemnified subsequent to the termination of her employment as president with respect to acts or omissions occurring while she served as president.

18.0 Waiver

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

19.0 Governing Law; Forum

This Agreement will be interpreted and construed in accord with the laws of the State of Oregon, without regard to the principles of conflicts of laws. Any lawsuit or claim arising from this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a lawsuit or claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

20.0 Counterpart

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute but one of the same instrument. Signatures delivered by facsimile and by email will be deemed to be original signatures for all purposes, including for purposes of any applicable Rules of Evidence.

21.0 Applicable Laws and Regulations

All provisions of this Agreement are subject to the laws of the State of Oregon and, unless otherwise stated, the applicable administrative rules, policies, standards, and internal management directives of the Board, University, and the State of Oregon.

IT IS SO AGREED.

DATED this 13th day of June, 2016.

Dr. Linda Schott

William Thorndike, Chair
BOARD OF TRUSTEES OF SOUTHERN OREGON UNIVERSITY

Sabrina Prud'homme, University Board Secretary
SOUTHERN OREGON UNIVERSITY

Adjourn