

**EASTERN OREGON UNIVERSITY  
EMPLOYMENT AGREEMENT AND NOTICE OF APPOINTMENT**

This agreement, made and entered into by and between the State Board of Higher Education (hereinafter "SBHE"), Eastern Oregon University Board of Trustees (hereinafter "Board") on behalf of Eastern Oregon University (hereinafter "University") and Mr. Thomas Insko (the "President" or "Mr. Insko"), will be effective on July 1, 2015 and when fully executed by all of the parties. The term "parties" refers to SBHE, the Board and President.

**Recitals**

(1) While the Board is duly constituted and preparing to assume all statutory authority over the governance of the University on July 1, 2015, OSBHE has technical legal authority over the University through June 30, 2015.

(2) Notwithstanding OSBHE's technical legal authority over the appointment of University's president, the OSBHE, the Board, and the Oregon University System Office of the Chancellor all participated in the search process for the University's President.

(3) In order to ensure a seamless transition from OSBHE to the Board, OSBHE will exercise its statutory authority to appoint the President prior to June 30, 2015, recognizing that by operation of Oregon law, this employment contract will transfer to University and the parties shall be bound by its terms.

(4) The Board anticipates that it will ratify this employment agreement at the next Board meeting called after July 1, 2015.

**1.0 Appointment (or Reappointment) of President; Term of Agreement**

1.1 The term of this Agreement is from July 1, 2015 through June 30, 2017, unless terminated as provided in this Agreement.

1.2 Before this Agreement expires, but no later than December 31, 2016, the Board Chair or designee will meet with President to discuss the President's possible future reappointment. The Board Chair or designee's statements during the discussion will in no way bind the Board.

1.3 The Board holds the sole power to appoint, reappoint, and employ the President and prescribe his compensation and terms and conditions of employment.

**2.0 Duties and Responsibilities**

President shall have the title of President of the University. Under ORS chapter 352, President has all of the duties and authority of the president of a university with a governing board and is the president of the faculty. The President's authority shall be subject to the action of and supervision

of the Board. Unless otherwise specified by statute or Board action, President's duties shall include, but not be limited to:

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

If the Board determines it is in the interest of the Board or University, the Board may, without just cause, change the President's title and reassign President to other duties until the effective date of the termination of this Agreement.

### **3.0 Devote Best Efforts to Work as President**

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

3.2 Such duties will be rendered at the University's campus in La Grande, Oregon and at such other place or places as the Board or President deem appropriate for the interest, needs, business or opportunity of the University.

3.3 The Board recognizes that certain outside activities by President are beneficial to the University. These activities include service on boards of for-profit or non-profit corporations, speaking engagements, and service on boards and committees of national and local nonprofit or professional organizations. The expenditure of reasonable amounts of time for those activities will not be deemed a breach of this agreement so long as (1) such activities do not interfere with the services this Agreement requires the President to render (2) such activities are within the limits of applicable law, rule, and University policy, (3) President obtains the Board's written approval for service on boards of for-profit or non-profit corporations, and (4) such activities are otherwise consistent with this Agreement.

3.4 The Board will not consider any income in connection with any of President's outside activities in setting the amount of compensation under this Agreement.

3.5 Other than activities or services permitted by University rules or policies, and under Section 3.3 of this Agreement, President will not render services of any professional nature to or for any

person, firm, or entity for remuneration other than to the Board. The making of passive or personal investments and the conduct of private business affairs is not prohibited by this section.

3.6 The President will absolutely not engage in any activity that would cause a conflict of interest with the duties described in Section 2.0 of this Agreement.

#### 4.0 Salary and Benefits

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### 5.0 Evaluation

5.1 The Board will evaluate the President annually on a minimum of the following standard performance categories:

- leadership;
- financial management;
- enrollment;
- degrees awarded;
- degrees in workforce shortage areas;
- research, scholarship, and knowledge creation, and
- representing the university and system/advocacy/collaboration.

In the Board's sole discretion, the Board may also elect to evaluate the President on additional categories. No later than April 1 of each year serving as president, President will submit a written self-assessment of the standard performance categories to the Board to assist in completing the president's written performance evaluation. The Board and President will meet, in executive session if desired, to discuss the self-assessment. The Board will then complete its written performance evaluation of the president and meet with President, in executive session, if desired to discuss it.

#### 6.0 Travel Expenses

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 7.0 Expense Receipts and Documentation

[REDACTED]

[REDACTED]

## 8.0 Termination

8.1 The Board reserves the right to terminate this Agreement for just cause.

8.1.1 Just cause means conduct, in the reasonable discretion of the Board, by President including, but not limited to the following:

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

8.1.2 If the Board informs the President in writing that it is terminating this Agreement for just cause, the Board shall have no obligation to provide the President with any salary or benefits beyond the effective date of termination. However, any termination of this Agreement for just cause will not automatically eliminate any eligibility that the President might otherwise have for continuation of academic, tenure-related appointment or appointment to a fixed-term professional appointment. The President may retain any rights provided in the University's various benefit plans, to the extent those plans provide rights after termination of employment.

8.2 The Board reserves the right to terminate this Agreement without cause upon thirty (30) calendar days' of prior written notice to President.

- 8.2.1 If the Board terminates this Agreement without cause, the University will continue to pay President the lesser of the current, annual base salary, which excludes any supplements from the University's recognized foundation, for one year from the effective date of the termination or the amount of current, annual base salary remaining due under the Agreement, in equal installments no less frequently than monthly in accordance with University's normal payroll practices.
- 8.2.2 Any amounts payable to President under this Agreement if the Board terminates this Agreement without cause will be reduced by the amount of President's earnings from other employment during the period which payments under this section are paid, if applicable.
- 8.2.3 If the Board terminates this Agreement without just cause, President will be entitled to continue his health insurance plan at President's expense under current rules and regulations governing COBRA coverage from the effective date of termination. President may also retain any rights provided in the University's various benefit plans, to the extent those plans provide rights after termination of employment. President will not be entitled to any other benefits except as otherwise provided or required by applicable law.

8.3 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 occur if the Board terminates this Agreement as specified in Section 8.2 or changes the President's duties or title as described in Section 2.0. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that action by the Board under Section 8.2 or Section 2.0 may cause loss to President 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 President, will constitute adequate and reasonable compensation to President for any loss and injury suffered and are not intended to be a penalty.

8.4 The President may terminate this Agreement by President's resignation if President provides the Board thirty (30) calendar days' advance written notice of such resignation. Upon the effective date of President's resignation, President will not be entitled to any further compensation or benefits under this Agreement. The President may retain any rights provided in the University's various benefit plans; to the extent those plans provide rights after termination of employment.

8.5 If the President is not reappointed by the Board or this Agreement is not terminated under Sections 8.1, 8.2, or 8.3, this Agreement will naturally expire at the end of the Term described in Section 1.1 of this Agreement.

8.6 In the event of President's death during the term of this Agreement, his employment and this Agreement will immediately terminate on the date of his death. President's estate may retain any rights provided in the University's various benefit plans, to the extent those plans provide rights after death or termination of employment.

8.7 If President becomes permanently disabled during his employment as president, this Agreement and his employment will terminate effective on the date of his permanent disability, and the President may retain any rights provided in the University's various benefit plans, to the extent those plans provide rights after termination of employment. For purposes of this Agreement, "permanent disability" means that in the opinion of a qualified medical professional jointly selected by the University and President (or in the event of President's incapacity, the person designated in his power of attorney or other duly authorized representative) that President is unable to perform the essential functions of the job for a period of six (6) continuous months, with or without reasonable accommodation (as such term is defined in 42 U.S.C § 12111(9), as amended, and in the common law interpreting the same).

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