

## Separation Agreement and Release

This Separation Agreement and Release ("Release") is made and entered into by and between F. King Alexander ("Dr. Alexander") and Oregon State University ("University") effective April 1, 2021 ("Effective Date").

### Background

Dr. Alexander and University are currently parties to the Employment Agreement and Notice of Appointment for President dated effective December 13, 2019 ("Employment Agreement"); and

Dr. Alexander has decided voluntarily to resign from employment with the University and the University has agreed to accept his resignation; and

Dr. Alexander and the University now desire to memorialize, by the execution of this Release, their understanding with respect to all matters relating to Dr. Alexander's resignation and his Employment Agreement.

The parties agree as follows:

### Agreement

1. **Resignation.** Dr. Alexander hereby resigns from his appointment and employment as President of the University and surrenders and relinquishes all rights as President and tenured faculty member of the University under the terms and conditions of this Release. Dr. Alexander's last day of employment with the University is April 1, 2021. The Board of Trustees of the University (the "Board") hereby accepts Dr. Alexander's resignation as President of the University, relinquishment of tenure, and surrender of all rights under the terms and conditions of this Release. The University and Dr. Alexander agree the Employment Agreement including any and all rights, obligations, or duties of both parties is hereby terminated, except as explicitly specified herein.
2. **Close-out of Employment Agreement.**
  - a. No later than April 2, the University will provide Dr. Alexander with a check for final wages, including accrued but unused vacation, if any, less applicable taxes and withholdings.
  - b. University will pay the following to Dr. Alexander:
    - i. \$630,000 representing one year Annual Base Salary and Base Salary Supplement, as a lump sum, no later than 30 days after the Effective Date;
    - ii. \$32,000 representing one year of COBRA premiums, as a lump sum, no later than 30 days after the Effective Date;
    - iii. \$40,000 representing an amount for relocation, as a lump sum, no later than 30 days after the Effective Date.
  - c. Dr. Alexander expressly acknowledges that neither University nor its attorneys warrant or represent the taxability or nontaxability of the sums paid to Dr. Alexander under this Release. Notwithstanding anything to the contrary in this Release, all payments (including without limitation, payment amounts provided in this Section 2) are subject to tax withholding under applicable tax laws. Except where payroll or other withholdings are required or imposed by law on the payments or benefits due under this Release, the payment of any and all taxes that may be imposed is solely the responsibility of Dr. Alexander. Dr. Alexander agrees to indemnify and hold harmless University for any tax,

penalty, or interest that any federal, state or local taxing authority may impose on Dr. Alexander associated with the payments to Dr. Alexander. In addition, if any taxing authority makes any claim against University associated with the payments to Dr. Alexander pursuant to this Release, Dr. Alexander will cooperate fully with University's defense of the claim.

- d. Dr. Alexander is in possession of a motor vehicle provided by the University's Foundation. Dr. Alexander shall return this vehicle (including all keys) in a clean acceptable condition, reasonable wear and tear excepted, on or before May 31, 2021, along with a statement of mileage and business use mileage associated with the use of the motor vehicle with sufficient detail to allow University to determine taxes and tax reporting to the applicable taxing authority.
- e. By no later than May 31, 2021:
  - i. Dr. Alexander and Dr. Alexander's family and any other household members shall vacate the President's House, deliver all keys to University, and surrender the President's House in a state of good condition and repair, broom clean, except for ordinary wear and tear.
  - ii. Dr. Alexander shall remove all furnishings, furniture, and other items that are property of Dr. Alexander. If Dr. Alexander fails to do so, the failure to remove will be deemed an abandonment of the property and University may retain the property.
- f. Any property (including without limitation equipment, documents, records and keys) furnished to or created by Dr. Alexander incident to his employment belongs to the University and shall be returned to the University on or before May 31, 2021. Notwithstanding the preceding sentence, on or before April 1, 2021, Dr. Alexander shall return to the University any and all University furnished devices, computers and office keys or other devices that permit access to University information systems or professional office spaces.
- g. To the extent an NCAA infraction occurred or is claimed to have occurred between July 1, 2020 and the Effective Date of this Release, and in compliance with NCAA Bylaws, as may be amended from time to time, including Bylaws 11.2.1(a) and 19.2.3, Dr. Alexander shall cooperate fully in the infractions process, including the investigation and adjudication of any case involving allegations of infractions. Such cooperation includes cooperation with any internal University investigation, with NCAA enforcement staff, the NCAA Complex Case Unit, the NCAA Committee on Infractions, the NCAA Independent College Sports Adjudication Panel and the NCAA Infractions Appeals Committee in order to further the objectives of the NCAA, its infractions program, and its independent alternative resolution program. Should Dr. Alexander be found in violation of NCAA regulations Dr. Alexander may be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process.

3. **Unemployment Insurance Benefits.** Dr. Alexander agrees he will not apply for unemployment insurance benefits.

4. **Release of Claims by Dr. Alexander.**

- a. Dr. Alexander and his heirs, assigns, and executors hereby waive, release and discharge OSU Releasees from any and all claims which Dr. Alexander may have, known or unknown, of any kind whatsoever, including but not limited to those that relate to or arise out of the Employment Agreement or Dr. Alexander's employment at the University. Without limitation, Dr. Alexander agrees to release the University and the Board of Trustees from any and all claims and causes of action based on any law, statute,

constitution, or University policy or Standard, or based on contract, tort, or equity or any other legal principle or claim, including, without limitation, claims for discrimination in employment, any claims of retaliation, negligence and intentional conduct of any sort, claims for defamation, claims based upon age, sex, race, national origin, religion, disability discrimination, labor protective provisions or conditions, severance pay, wrongful or constructive discharge, fraud, unjust enrichment, promissory estoppel, intentional or negligent infliction of emotional distress, negligence in any action, breach of express or implied contract, including, without limitation, claims arising out of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1983; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; The Employment Retirement Security Act, 29 U.S.C. § 1001 et seq.; Executive Order 11246; The Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Family Medical Leave Act ("FMLA"); the Oregon Family Leave Act; the Age Discrimination in Employment Act ("ADEA"); and ORS chapters 652, 653, and 659A; as those statutes may have been amended from time to time; or any other state or federal statute or regulation or local rule or ordinance based on any act or omission prior to the execution of this Release. This release of claims does not apply to or affect any claim Dr. Alexander may make or that he may have made pursuant to Oregon's workers' compensation statutes, nor does this release prevent either party from asserting a claim of breach of this Agreement or challenging the enforceability of this Agreement. Dr. King acknowledges, however, that he is unaware of any occupational disease or injury he may have suffered. This release of claims also does not extend to any indemnification rights that Dr. Alexander may have pursuant to Section 13.1 of his Employment Agreement.

- b. Dr. Alexander acknowledges that he has carefully read and fully understands the provisions of the above Section 4.a. Dr. Alexander understands and acknowledges that: (a) the preceding Section includes a voluntary waiver of any and all claims that Dr. Alexander has or may have against the University arising under the federal Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq. ("ADEA Claims"); (b) Dr. Alexander has waived any and all ADEA Claims pursuant to this Release and in exchange for consideration, the value of which exceeds the payments or remuneration to which Dr. Alexander was already entitled; (c) Dr. Alexander has been, and is hereby, advised to consult with an attorney prior to executing this Release, and Dr. Alexander has retained an attorney to provide him with legal advice concerning this Release; (d) Dr. Alexander has been, and is hereby, informed that he has a period of at least twenty-one (21) days to consider the terms of this Release from the date on which the University delivers the Release to him and if he executes this Release prior to that time he expressly and voluntarily waives the foregoing twenty-one (21) day period; and (e) Dr. Alexander may revoke the release of ADEA Claims under this Release at any time during the seven (7) days following the date of Dr. Alexander's execution of this Release, and the release of ADEA Claims under this Release shall not become effective or enforceable until such revocation period leave has expired. To revoke the release of ADEA Claims, Dr. Alexander must deliver a written notice of revocation to Rebecca Gose, General Counsel, Oregon State University, 638 Kerr Administration Building, Corvallis, Oregon, 97331, and the written notice must be received by midnight on the seventh (7<sup>th</sup>) calendar day after Dr. Alexander signs this Release. If Dr. Alexander revokes the release of ADEA Claims, the University has the option of voiding the Release. If the University does not void the Release, it is enforceable except for Dr. Alexander's release of ADEA Claims.
- c. As used in this Release, the term "OSU Releasees" means Oregon State University and its schools, colleges, divisions, departments, and units, and their past and present trustees, officers, administrators, faculty, current and former employees, and their attorneys, insurers, and agents.

5. **Release of Claims by University.** University hereby waives, releases and discharges Dr. Alexander from any and all claims which University may have, known or unknown, of any kind whatsoever, including but not limited to those that relate to or arise out of the Employment Agreement or Dr. Alexander's employment at the University. Without limitation, University agrees to release Dr. Alexander from any and all claims and causes of action based on any law, statute, constitution, or University policy or Standard, or based on contract, tort, or equity or any other legal principle or claim, including, without limitation, unjust enrichment, promissory estoppel, defamation, intentional or negligent infliction of emotional distress, negligence in any action, breach of express or implied contract, or any state or federal statute or regulation or local rule or ordinance based on any act or omission University is aware of or should have been aware of prior to the execution of this Release.
6. **Authority to Waive Claims.** Dr. Alexander hereby represents and warrants that he is authorized to enter into this Release.
7. **Choice of Law.** The Release shall be governed and interpreted under Oregon law, without regard to principles of choice of law.
8. **Jurisdiction and Venue.** The parties agree that venue for any dispute regarding enforcement of this Release shall exclusively lie in Benton County, Oregon, and they waive any objections to personal jurisdiction for any enforcement proceeding in Oregon.
9. **Severability.** If any provision of this Release is determined to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Release remain in full force and effect, if the essential terms and conditions of this Release for both parties remain valid, legal and enforceable.
10. **Integration.** This Release constitutes the complete and final agreement by the parties and supersedes all prior or contemporaneous agreements, negotiations, or discussions with respect to the subject matter. No subsequent agreement or amendment shall be binding on the parties unless in writing, and signed by the University and by Dr. Alexander.
11. **Agreement Construction.** The parties have agreed to cooperate in drafting and signing this Release. Each party has participated in the preparation of this Release, has had a full and complete opportunity to review it, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common-law principle of construing ambiguities against the drafter shall have no application to this Release. Dr. Alexander has not signed this document because of any statements or promises other than the terms contained herein.
12. **No Assignment.** Dr. Alexander represents that he has not sold, transferred, or assigned to a third party any claims that he may have. Dr. Alexander represents that any claims that he may have are unencumbered and otherwise within his power to dispose of.
13. **No Admission of Liability.** Dr. Alexander and the University acknowledge and agree that the payments, releases and other consideration described in this Release are offered and exchanged in good faith, and will not, for any purpose, be considered as admissions of liability on the part of either party, which liability is expressly denied, and no past or present wrongdoing on the part of either party is implied by such payments, releases or other consideration under the terms of this Release.
14. **Counterparts.** This Release may be executed in multiple counterparts, each of which shall be considered an original.

*(signatures on the following page)*

**IN WITNESS WHEREOF**, the parties are signing this Release on the date stated opposite that party's signature to be effective as of the Effective Date.

Agreed to:

**Oregon State University**

DocuSigned by:  
By: Rani Borkar  
270699577DF546A...  
Rani Borkar  
Board Chair

3/23/2021 | 19:57:46 PDT

Date

**Dr. Alexander**

DocuSigned by:  
By: F. King Alexander  
674D4DBD8643462...  
Dr. F. King Alexander

3/23/2021 | 19:30:07 PDT

Date