



OFFICE OF THE BOARD OF TRUSTEES

## **Public Meeting Notice**

November 9, 2021

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 SOU Board will appoint a new university president and authorize the chair to execute an employment agreement for the new president of Southern Oregon University.

The meeting will occur as follows:

Tuesday, November 9, 2021  
12:00 p.m. – 1:00 p.m. (or until business concludes)  
Hannon Library, Meese Room, 3<sup>rd</sup> Floor  
To view the proceedings at the time of the meeting, visit  
<https://sou.zoom.us/j/87982432382>.  
Visit [governance.sou.edu](https://governance.sou.edu) for meeting materials

Availability for media interviews will take place at approximately 1:45 PM, following the board meeting. Interested members of the media should contact [moselyj@sou.edu](mailto:moselyj@sou.edu).

### **Public Comment**

Members of the public who wish to provide public comments for the meeting are invited to submit their comments or testimony in writing or sign up at the meeting. Please send written comments or testimony to the Board of Trustees email address: [trustees@sou.edu](mailto:trustees@sou.edu).

To arrange special accommodations, please contact Pamela Tomac at (541) 552-8055.

The Hannon Library is located at 1290 Ashland Street, on the Ashland campus of Southern Oregon University.



**Board of Trustees**  
**November 9, 2021**

# Call to Order / Roll / Declaration of a Quorum



## **Board of Trustees Emergency Meeting**

**Tuesday, November 9, 2021**  
**12:00 p.m. – 1:00 p.m. (or until business concludes)**  
**Meese Room, Hannon Library**  
<https://sou.zoom.us/j/87982432382>

### **AGENDA**

Persons wishing to participate during the public comment period may sign up at the meeting.

- |          |   |   |
|----------|---|---|
| <b>1</b> | <b>Call to Order and Preliminary Business</b>                     | Chair Santos                                |
| 1.1      | Welcome and opening remarks                                       |   |
| 1.2      | Roll call   | Sabrina Prud'homme,<br>SOU, Board Secretary |
| <b>2</b> | <b>Public Comment</b>   |   |
| <b>3</b> | <b>Presidential Appointment and Employment Agreement (Action)</b> | Chair Santos                                |
| <b>4</b> | <b>Adjourn</b>  | Chair Santos                                |

# Public Comment

# Appointment of the New President of Southern Oregon University



## 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. Richard J. Bailey, Jr. (hereafter referred to as "Dr. Bailey") will be effective on January 15, 2022 and when fully executed by all of the parties. The term "parties" hereafter refers to Board and Dr. Bailey.

### 1.0 Appointment of President; Term of Agreement.

The term of Dr. Bailey's employment as president of Southern Oregon University ("University") is from January 15, 2022 through June 30, 2025, subject, however, to prior termination as provided for in this Agreement. Prior to the expiration of this Agreement, but no later than December 31, 2024, the Board Chair and Dr. Bailey will meet to discuss the Board Chair's intent regarding their recommendation concerning Dr. Bailey'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. Bailey 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 Duties and Responsibilities.

As president, Dr. Bailey 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 352.096(2). Dr. Bailey 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. Bailey's duties as president include, but are not limited to:

- (a) Administration of the affairs of the University as best serves the institution consistent with Board and University rules, policies, and directives;
- (b) Development and implementation of the University's academic, student service, outreach, research, athletic, enrollment, and overall institutional strategies and related plans;
- (c) Service as an *ex officio* nonvoting member of the Board;
- (d) Reporting to the Board Chair all significant matters within Dr. Bailey's knowledge related to the University;
- (e) Carrying out Board bylaws, policies, requirements and directives;
- (f) Institutional, faculty, and educational leadership, and fostering productive faculty and administration relationships;
- (g) Oversight and supervision of the University's finances and financial activities;
- (h) Long-range planning and budget formulation;



- (i) Fulfillment of the University's commitment to equity, diversity and inclusion;
- (j) Management of institution buildings, grounds and equipment controlled by the University;
- (k) Student recruitment, success, and services;
- (l) Senior administration and faculty recruitment;
- (m) Appointing, supervising, promoting, and dismissing employees;
- (n) Acting in accordance with and enforcing compliance with laws, regulations, and the rules of governing bodies;
- (o) Preparing rules, policies, regulations, and procedures useful to the University's welfare;
- (p) Fundraising, development, and public and alumni relations;
- (q) Addressing and documenting compliance with Board identified outcomes for each year; and
- (r) Performing all services, acts, or other things necessary or advisable to discharge their duties under this Agreement or the position description associated with their hire, and such other duties as are commonly performed by a university president or which may, from time to time, be prescribed by the University through its Board.

### 3.0 Devote Best Efforts to the Work as President.

Dr. Bailey agrees to faithfully, industriously, and with maximum application of experience, ability and talent devote their 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. Bailey 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. Bailey 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. Bailey's outside activities in setting their compensation under this Agreement.

Other than activities or services permitted by Board rules or policies, and under the preceding paragraph of this section, Dr. Bailey 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 their 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.

#### 4.0 Salary and Benefits.

Beginning January 15, 2022, Dr. Bailey's annual base salary will be \$290,000 for a 1.0 full time equivalent position.

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

Dr. Bailey 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.

#### 5.0 Official Residence.

As a term and condition of employment for Dr. Bailey and for the benefit and convenience of the Board and University, the Board will provide Dr. Bailey an official residence in which they are required to reside during their service as president. The residence will be used by Dr. Bailey 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, city fees, 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. Bailey, their family or personal guests (normal wear and tear excepted). Dr. Bailey 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. Bailey discharges their duty to host official and other institutional functions, whom Dr. Bailey 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. Bailey. The cost of any insurance on Dr. Bailey's personal furnishings and contents in the official residence will be borne by Dr. Bailey.



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

#### 6.0 Moving Expenses.

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

#### 7.0 Evaluation.

Dr. Bailey will be evaluated annually by the Board for performance, primarily according to the procedure specified in the Board Statement on Evaluation of the University President (available at [https://governance.sou.edu/wp-content/uploads/sites/63/2019/07/Board-Statement-on-Evaluation-of-the-University-President\\_FINAL.pdf](https://governance.sou.edu/wp-content/uploads/sites/63/2019/07/Board-Statement-on-Evaluation-of-the-University-President_FINAL.pdf)), which is subject to review and revision by the Board during and throughout the term of this Agreement. During the Board's evaluation of Dr. Bailey'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.

#### 8.0 Travel Expenses.

The University will reimburse Dr. Bailey and Dr. Bailey'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. Bailey 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.

#### 9.0 Expense Receipts and Documentation.

Dr. Bailey 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.

#### 10.0 Volunteer Service of President's Spouse or Partner.

The University recognizes the role that a university president's spouse or partner may choose to fill in service to the University and in support of the president. Though not an employee of the institution, the spouse or partner of a university president may elect to routinely support the



president as a university and community ambassador whose volunteer service is routinely associated with the University and the president. Such volunteerism routinely involves attendance at official events with the president and participation in community service groups, among other activities, without employment or direct compensation.

In the event that Dr. Bailey's spouse or partner chooses to volunteer in service to the University, and on the condition that the spouse or partner executes an SOU Conditions of Volunteer Service agreement, the University may choose to allocate an appropriate working space and reasonable office supplies for Dr. Bailey's spouse or partner in the support of their university and community service roles for the benefit of the University. Such allocation must be approved by the Board Chair and is subject to periodic review. Should the space allocated to Dr. Bailey's spouse or partner be needed for another university purpose, their working space may be withdrawn or relocated according to the University's need.

#### 11.0 Termination.

##### *11.1 Termination for Cause.*

The Board reserves the right to terminate Dr. Bailey's employment for cause upon written notice to Dr. Bailey. "Cause" means any of the following grounds, determined in the reasonable sole judgment of the Board:

- (a) A willful, deliberate, or serious violation of the material duties set forth in this Agreement or Dr. Bailey's failure to perform such material duties in good faith;
- (b) A violation by Dr. Bailey 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. Bailey;
- (c) Neglect, failure, or refusal to perform in good faith material assigned duties;
- (d) Dishonest acts or omissions, gross or willful misconduct, or breach of fiduciary duty with respect to the affairs of the University;
- (e) Insubordination toward the Board;
- (f) Conviction of or entering a plea of guilty or a plea of no contest to any felony or any crime involving fraud, theft, misuse, misappropriation of money or other property, or any crime of moral turpitude;
- (g) 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 or is reasonably likely to cause substantial harm to the Board or University and is not remedied after thirty (30) calendar days' written notice thereof to Dr. Bailey, if curable;
- (h) Conduct which brings or is reasonably likely to bring Dr. Bailey or the University



into public disrepute, embarrassment, contempt or ridicule; or

- (i) 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.

Termination for Cause eliminates any obligation of the Board to pay Dr. Bailey beyond the effective date of termination of employment as president.

#### *11.2 Termination Without Cause.*

The Board reserves the right to terminate Dr. Bailey's employment and this Agreement prior to its expiration, without cause, upon thirty (30) calendar days of prior written notice to Dr. Bailey. In the event the Board terminates this Agreement and Dr. Bailey's employment as president without cause, the University will pay Dr. Bailey 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. Bailey may be reassigned to other duties until the effective date of the termination of this Agreement without cause. Dr. Bailey will also be entitled to continue the health insurance plan at Dr. Bailey'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. Bailey 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. Bailey will constitute adequate and reasonable compensation to Dr. Bailey for any loss and injury suffered and are not intended to be a penalty. Any amounts payable to Dr. Bailey under this section will be reduced by the amount of Dr. Bailey's earnings from other employment during the period which payments under this section are paid, if applicable.

#### *11.3 Resignation.*

This Agreement and Dr. Bailey's appointment as president may be terminated by Dr. Bailey's resignation, upon Dr. Bailey providing the Board with thirty (30) calendar days' advance written notice of such resignation. Upon the effective date of Dr. Bailey's resignation, Dr. Bailey 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.



#### *11.4 Death or Disability.*

In the event of Dr. Bailey's death during the term of this Agreement, their employment and this Agreement will immediately terminate on the date of their death. Dr. Bailey'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. Bailey becomes permanently disabled during their employment as president, this Agreement and their employment will terminate effective on the date of their permanent disability and Dr. Bailey will receive all benefits to which they are 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. Bailey (or in the event of Dr. Bailey's incapacity, the person designated in their power of attorney or other duly authorized representative), Dr. Bailey 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. Bailey 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 legislature through 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. Bailey 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. Bailey and hold them harmless against legal fees, expenses, judgments and other financial amounts incurred while serving in their capacity as president of the University. Dr. Bailey will continue to be indemnified subsequent to the termination of their employment as president with respect to acts or omissions occurring while they 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 directives of the



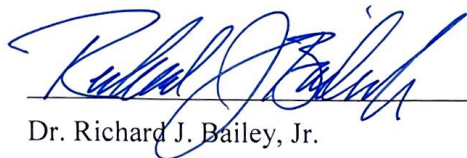
Board, University, and the State of Oregon.

IT IS SO AGREED.

November \_\_, 2021

\_\_\_\_\_  
Daniel Santos, Chair

BOARD OF TRUSTEES OF SOUTHERN OREGON UNIVERSITY

  
\_\_\_\_\_  
Dr. Richard J. Bailey, Jr.

November 5, 2021

**Southern Oregon University  
Board of Trustees**

**Resolution  
Appointment of the 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; and

Whereas, ORS 352.096(1)(b) authorizes the Board to prescribe the president's compensation and terms and conditions of employment; and

Whereas, the Board of Trustees of Southern Oregon University desires to employ Dr. Richard Bailey, Jr. as the President of the University and Dr. Bailey desires to accept such employment on the terms of the employment agreement;

Now, therefore, be it resolved, that the Board of Trustees of Southern Oregon University hereby appoints Dr. Richard Bailey, Jr. as the President of Southern Oregon University, effective January 15, 2022, with all the authorities and responsibilities delegated to the position; and

Be it further resolved that the Board of Trustees approves the terms of Dr. Bailey's Employment Agreement and authorizes the Chair of the Board of Trustees to execute the Employment Agreement and Notice of Appointment with Dr. Bailey, to serve as President of Southern Oregon University.



# Adjourn