

SEPARATION AGREEMENT

PARTIES

The parties to this Separation Agreement ("Agreement") are Dr. Chris Maples ("Maples") and Oregon Institute of Technology ("OIT"). To resolve all issues concerning Maples' employment, the parties have reached this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

In exchange for the promises contained in this Agreement and the release of claims as set forth below, and provided that Maples signs this Agreement and returns it to Sandra Fox, Board Secretary, by 5:00 p.m. on _____, 2016, and does not revoke this Agreement as set forth in the Release (in the form attached to this Agreement as Appendix A), the terms of Maples' separation of employment from OIT will be as follows:

1. Employment Separation and Transition.

(a) Maples and OIT have mutually agreed that Maples' employment as President of OIT will end on June 30, 2016 (the "End Date"). Through the End Date, Maples will carry out his obligations under the Employment Agreement and Notice of Appointment between him and OIT dated July 1, 2015, in good faith and comply with all of OIT's policies and performance expectations, including but not limited to being present at the graduation ceremonies at each school location and any other events at which the President's attendance is reasonably or historically expected.

(b) On July 1, 2016, Maples will sign the Release attached to this Agreement as Exhibit A. From July 1, 2016 through December 31, 2016, Maples will make himself reasonably available by email or telephone to provide information or advice to the Board Chair concerning Board or OIT operations.

2. Payments. In consideration of the Release described above and so long as Maples does not revoke the Release as set forth in that document, OIT will provide Maples with the following consideration, to which Maples would not otherwise be entitled:

(a) Severance pay in the amount of \$105,000 plus a cash amount equal to six months of premiums for continuation of Maples' medical insurance under COBRA at the level of coverage that is effective on the End Date, less any applicable deductions or withholdings, payable in six equal installments upon OIT's regular pay days in July through December 2016.

(b) Maples expressly acknowledges that neither OIT nor its attorneys warrant or represent the taxability or non-taxability of the sums paid to Maples pursuant to this Agreement. The payment of any and all taxes that may be imposed on Maples is solely the responsibility of Maples. Maples agrees that OIT will have no obligation to pay any taxes or penalties imposed on Maples as a result of the payments Maples receives under this Agreement. If any taxing authority makes any claim against OIT associated with the payments to Maples pursuant to this Agreement, Maples will cooperate fully with OIT's defense of the claim.

3. Relinquishment of all Employment Rights. Effective July 1, 2016, Maples relinquishes all employment and agrees that he has no right to any employment, reemployment, or reinstatement with OIT.

4. Return of Property. Maples will return all property, documents that he has in his possession, including, but not limited to, data and files, student documents, credit cards, computers, access keys, cellular phones, and any other items belonging to OIT on or before the close of business on July 15, 2016.

5. President's House and Moving Expenses.

(a) Maples agrees to vacate and remove all personal property from OIT's property at 909 Loma Linda, Klamath Falls, Oregon 97601 (the "President's House") on or before the close of business on July 15, 2016. Maples agrees to leave the property in good condition when he vacates.

(b) If Maples vacates the President's House pursuant to Paragraph 5(a), OIT agrees to reimburse Maples for all reasonable incurred moving expenses up to an amount of \$8,121.96 within 30 days of his submitting appropriate documentation (i.e., receipts and invoices), provided that Maples submits all appropriate documentation within 30 days of incurring such expenses.

6. Employment References. If OIT receives any written or oral requests for information or references from prospective employers of Maples, Jeremy Brown will respond with the employment-related information contained in the May 18, 2016 press release issued by OIT. If Jeremy Brown is no longer a member of the Board of Trustees, the OIT human resources department will respond according to the terms of the paragraph.

7. No Admission of Liability. The parties agree that nothing in this Agreement, its contents, and any payments made under it, will be construed as an admission of liability on the part of either party.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original. All counterparts will constitute one agreement binding on all parties.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties. All the agreements, covenants, representations, and warranties, expressed or implied, oral or written, concerning the subject matter of this Agreement are contained in this Agreement. This is the entire integrated agreement.

10. Construction of Agreement. Each of the parties and their counsel have reviewed, revised, and negotiated or had the opportunity to negotiate the terms, conditions, and language of this Agreement. If any provision of this Agreement is found to be illegal or legally unenforceable, that provision will be enforced to the maximum extent allowed by law and the remaining provisions of this Agreement will continue in full force and effect.

11. Governing Law. This Agreement will be governed by the laws of the state of Oregon, without regard to principles of choice of law.

12. Other Documents. The parties will execute all other documents and take all other actions reasonably necessary to further the purposes of this Agreement.

13. Code Section 409A. The severance and other benefits under this Agreement are intended to be exempt from the requirements of Section 409A of the Internal Revenue Code by reason of being either "short-term deferrals" within the meaning of Treasury Regulation Section 1.409A-1(b)(4) or separation pay due to involuntary separation from service under Treasury Regulation Section 1.409A-1(b)(9)(iii). All provisions of this Agreement shall be interpreted in a manner consistent with preserving these exemptions.

14. Miscellaneous. The parties acknowledge that the only consideration for this Agreement is the consideration expressly described herein, that each party fully understands the meaning and intent of this Agreement, and that this Agreement has been executed voluntarily and only after having been first reviewed and approved by the parties' respective attorneys. The parties specifically acknowledge that this Agreement is entered into without regard to who may or may not be correct in any understanding of the facts or law relating to this controversy. The parties further acknowledge that the terms of this Agreement are contractual.

Dated: _____ By: _____
Dr. Chris Maples

Oregon Institute of Technology

Dated: _____ By: _____
Lisa Graham, Chair
OIT Board of Trustees

APPENDIX A

RELEASE

THIS RELEASE (this "Agreement") is made on this 1st day of July, 2016, by and between Oregon Institute of Technology ("OIT") and Dr. Chris Maples ("Maples"). OIT and Maples agree as follows:

1. Maples' employment with OIT ends effective June 30, 2016.
2. Pursuant to Paragraph 2 of the Separation Agreement executed by Maples and OIT on **[insert date(s)]** and incorporated herein by reference, OIT will pay Maples the sum of \$105,000 plus a cash amount equal to six months of premiums for continuation of Maples' medical insurance under COBRA at the level of coverage that is effective on June 30, 2016, in six equal installments beginning in July 2016, less applicable deductions and withholding. Maples acknowledges that this is compensation to which Maples would not otherwise be entitled.
3. Maples and his representatives, heirs, successors, and assigns do hereby waive, release, and forever discharge OIT, and its past, present, and future employees, administrators, board members, agents, insurers, successors, and assigns (collectively, "Released Parties") from any and all liabilities, claims, demands, damages, actions, suits, obligations, promises, administrative actions, charges, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, which could have been or could be asserted by Maples against the Released Parties at any time or date before Maples signed this Agreement, including, but not limited to, all matters relating to or arising out of Maples' employment with OIT or separation of his employment with OIT. This waiver and release covers any causes of action or claims under any state, federal or local law or other authority, including, but not limited to, any claim for additional compensation in any form and any claim arising under any applicable state or federal statutes and regulations pertaining to wages, benefits, conditions of employment or discrimination in employment, and including any claim under Title VII of the Civil Rights Act of 1964; the Employee Retirement Security Act of 1974 (ERISA); the Rehabilitation Act of 1973; the Vocational Rehabilitation Act of 1973; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Civil Rights Act of 1991; Section 1981 of the Civil Rights Act of 1866; the Family and Medical Leave Act; the Americans with Disabilities Act; Executive Orders 11246 and 11478; the National Labor Relations Act; the Fair Labor Standards Act; the Equal Pay Act of 1963; the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); the Occupational Health and Safety Act of 1970; in each case as amended and in each case including all regulations thereunder; and including any lawsuits founded in tort (including negligence), contract (oral, written or implied), or any other common law or equitable cause of action. This Agreement shall operate as a full and complete general release of the Released Parties by Maples, regardless of the discovery of any different or additional facts. Maples expressly waives any claim

or request for attorneys' fees and costs arising out of the claims released herein and acknowledges that any such fees or costs are included in the consideration provided herein and not in addition thereto.

4. Maples is over the age of forty (40) years. In accordance with the Older Workers Benefit Protection Act, Maples acknowledges and agrees that:
 - a. The release of Maples' Age Discrimination in Employment Act ("ADEA") claims is written in a manner calculated to be understood by Maples and he in fact understands the terms, conditions, and effect of releasing his ADEA claims.
 - b. Maples specifically intends to knowingly and voluntarily waive any rights he may have under the ADEA, and intends to release the Released Parties from any and all claims for damages or other remedies he may have under the ADEA. This waiver and release of ADEA rights is not to be construed as a waiver or release of claims or rights under the ADEA that may arise after execution of this Agreement.
 - c. By this Agreement, Maples acknowledges that he has been advised to consult with an attorney before executing this Agreement and releasing his ADEA claims.
 - d. Maples has been offered a period of twenty-one (21) days to consider whether to agree to release ADEA claims and, by executing this Agreement on the date set forth below, has knowingly and voluntarily waived the balance of that period, if any. The parties agree that changes to this Agreement, whether material or immaterial, do not restart the running of the twenty-one (21) day period.
 - e. Maples may revoke the release of ADEA claims within seven (7) days of his execution of this Agreement by providing notice of revocation in writing to Naomi Haslitt, Miller Nash Graham & Dunn LLP, 111 S.W. Fifth Avenue, Portland, Oregon 97204, <naomi.haslitt@millernash.com>. If Maples signs the Agreement prior to the expiration of 21 days, the Agreement shall not become effective until the revocation period has expired.
 - f. Maples acknowledges that the consideration outlined in Paragraph 2 of this Agreement includes items that he would not otherwise have been entitled to receive if Maples had not agreed to waive rights and claims, including ADEA claims, under this Agreement. Maples acknowledges that he is not otherwise entitled to receive any Payment if he does not sign the Agreement.

5. Maples agrees not to pursue any complaint or claim against OIT that he may now have or has ever had, arising from or in any way related to Maples' employment with OIT, with any other state or federal government agency or in any other forum, including without limitation, any court or arbitral forum.
6. The parties acknowledge that the only consideration for this Agreement is the consideration expressly described herein, that each party fully understands the meaning and intent of this Agreement, and that this Agreement has been executed voluntarily.

DR. CHRIS MAPLES

OREGON INSTITUTE OF TECHNOLOGY

Dr. Chris Maples

Lisa Graham, Chair
OIT Board of Trustees

Date _____

Date _____

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