

SEPARATION AGREEMENT

Parties

The parties to this Separation Agreement ("Agreement") are Dr. Jeremy Brown ("Brown") and Portland Community College ("PCC"). To resolve all issues concerning Brown's employment, the parties have reached this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

A. **Paid Leave.** From the date this Agreement is executed until June 30, 2015, Brown will be on a paid leave of absence and will continue on PCC payroll. During the leave of absence, Brown will also receive PCC employee benefits for which he is eligible as described in Sections 8 and 9 of his employment contract unless otherwise specified in this Agreement. The parties agree that benefits set forth in Section 8(E), (8)(F), 9(C), and 9(D) of the employment contract have been previously satisfied or are not payable under this Agreement. Brown will have no duties during his leave of absence. Other than the rights and obligations set forth in this Agreement, Brown will have no employment rights with PCC once this Agreement is executed.

B. **Employment Separation.** By mutual agreement between PCC and Brown, Brown's employment with PCC will end on June 30, 2015. Brown's medical and dental benefits will end effective June 30, 2015, and Brown may continue coverage through Sections 2201 through 2208 of the Public Health Services Act (42 U.S.C. Sections 300bb-1 to 300bb-8), if eligible, effective July 1, 2015.

C. Payments.

1. On July 1, 2015, assuming the revocation period defined below in Section E.5 of this Agreement has expired, PCC will pay to Brown one hundred thousand dollars (\$100,000), less legally required deductions and withholdings, in a check payable to Brown, representing wages, for which PCC will issue to Brown a W-2. On June 30, 2015, PCC will pay Brown's accumulated and unused vacation leave as of June 30, 2015, up to a maximum of 250 hours, less legally required deductions and withholdings, in a check payable to Brown, for which PCC will issue to Brown a W-2. On or after the effective date of this Agreement, PCC will pay \$ 11,080.00, in a check payable to the Law Offices of Judy Snyder, representing the actual attorney fees arising from the representation of Brown with regard to this Agreement up to the effective date of this Agreement, for which PCC will issue to the Law Offices of Judy Snyder an IRS form 1099. On January 10, 2016, PCC will pay to Brown two hundred thousand dollars (\$200,000), less legally required deductions and withholdings, in a check payable to Brown, representing wages, for which PCC will issue to Brown a W-2.

2. Brown expressly acknowledges that neither PCC nor its attorneys warrant or represent the taxability or nontaxability of the sums paid to Brown under Section C. 1 pursuant to this Agreement. But for the sums deducted and withheld by PCC and to be paid to the appropriate federal and state agencies, the payment of any and all taxes that may be imposed on the payments described in Section C. 1 is solely the responsibility of Brown. Brown agrees to indemnify and hold harmless PCC for any tax, penalty, or interest that any federal, state, or local taxing authority may impose on PCC associated with the payments to Brown and his attorney,

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unless that tax, penalty, or interest was incurred as a result of PCC's failure to timely transmit the sums it has deducted or withheld. In addition, if any taxing authority makes any claim against PCC associated with the payments to Brown or his attorney pursuant to this Agreement, Brown will cooperate fully with PCC's defense of the claim.

D. Release of All Claims. Brown and his representatives, heirs, successors, and assigns do hereby waive, release, and forever discharge PCC 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 Brown against the Released Parties at any time or date before Brown signed this Agreement, including, but not limited to, all matters relating to or arising out of Brown's employment with PCC or separation of his employment with PCC. 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) or the Public Health Services Act (*except* as to Brown's right to continued coverage through the Public Health Services Act as described in Section B of this Agreement); 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 Brown, regardless of the discovery of any different or additional facts. *Except* as provided in Section C. 1 of this Agreement, Brown 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.

E. Older Workers Benefit Protection Act Acknowledgment. Brown is over the age of forty (40) years. In accordance with the Older Workers Benefit Protection Act, Brown acknowledges and agrees that:

1. The release of Brown's Age Discrimination in Employment Act ("ADEA") claims is written in a manner calculated to be understood by Brown and he in fact understands the terms, conditions, and effect of releasing his ADEA claims.
2. Brown 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.

3. By this Agreement, Brown acknowledges that he has been advised to consult with an attorney before executing this Agreement and releasing his ADEA claims.

4. Brown 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.

5. Brown 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 Jeffrey G. Condit, Miller Nash Graham & Dunn LLP, 111 S.W. Fifth Avenue, Portland, Oregon 97204, <jeff.condit@millernash.com>. If Brown signs the Agreement prior to the expiration of 21 days, the Agreement shall not become effective until the revocation period has expired.

6. Brown acknowledges that the consideration outlined in Section C.1 of this Agreement includes items that he would not otherwise have been entitled to receive if Brown had he not agreed to waive rights and claims, including ADEA claims, under this Agreement.

F. Covenant Not to Sue or Take Legal Action. Brown agrees not to pursue any complaint or claim against PCC that he may now have or has ever had, arising from or in any way related to Brown's employment with PCC, with any other state or federal government agency or in any other forum, including without limitation, any court or arbitral forum.

G. Relinquishment of all Employment Rights. Brown relinquishes all employment and agrees that he has no right to any employment, reemployment, or reinstatement with PCC. Brown further will not apply for or otherwise seek employment, reemployment, or reinstatement with PCC.

H. No Admission of Liability or Fault. The parties agree that nothing in this Separation Agreement, its contents, and any payments made under it, will be construed as an admission of liability or fault on the part of either party, both of which expressly deny any such liability or fault.

I. 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.

J. 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, and replaces and supersedes all prior agreements, including Dr. Brown's employment contract with PCC.


K. 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. The rule of construction that ambiguities are to be resolved against the drafting party will not be applied in interpreting 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.

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

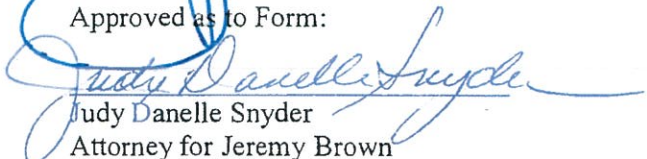
M. Other Documents. The parties will execute all other documents and take all other actions reasonably necessary to further the purposes of this Agreement.

N. 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: May 14, 2015


Jeremy Brown

Approved as to Form:


Judy Danelle Snyder
Attorney for Jeremy Brown

PORTLAND COMMUNITY COLLEGE

Dated: _____

By _____
Deanna Palm, Chair
PCC Board of Directors

Approved as to Form:

Jeffrey G. Condit P.C.
Of Attorneys for Portland Community
College