

RESOLUTION E01-18

**RESOLUTION TO RENEW, REVISE, AND RESTATE
THE EMPLOYMENT AGREEMENT WITH
SHAWNEE STATE UNIVERSITY PRESIDENT RICK KURTZ**

WHEREAS, the Shawnee State University Board of Trustees entered into a Presidential Employment Agreement with Dr. Rick Kurtz effective July 1, 2015; and

WHEREAS, the terms and conditions of Dr. Kurtz's employment as President were modified on August 19, 2016 with an increase in the base salary and other substantive changes in the terms and conditions of employment; and

WHEREAS, the terms and conditions of Dr. Kurtz's employment as President were again modified on October 13, 2017 with an increase in the President's base salary; on that date, the Board further authorized the Board Chairperson to engage President Kurtz in discussions regarding the terms and conditions of another Presidential Contract starting on July 1, 2018; and

WHEREAS, Dr. Kurtz, to the satisfaction of the Board of Trustees, had served the University well during his tenure as President of the University, warranting another three-year term; and

WHEREAS, the Board of Trustees of Shawnee State University has determined that it is in the best interest of the University to extend, revise, and restate Dr. Kurtz's contract of employment as President of Shawnee State University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Shawnee State University does hereby approve the extension, revision, and restatement of Dr. Rick Kurtz's employment contract as President of Shawnee State University upon the terms and conditions set forth in the document entitled, "Term Sheet: Shawnee State University and Rick Kurtz," attached hereto, and authorizes the Board Chairperson to execute a formal successor Employment Agreement incorporating these terms on behalf of Shawnee State University.

(April 13, 2018)

TERM SHEET:
SHAWNEE STATE UNIVERSITY
AND
RICK KURTZ

Shawnee State University (the "University") and Rick Kurtz (the "President") enter into this Term Sheet as of the 13th day of April, 2018, to memorialize their mutual desire to have Dr. Kurtz continue as President of the University. This document serves to outline essential terms of the employment relationship, with the expectation that a Presidential Employment Agreement that more fully sets forth the relationship shall be subsequently negotiated and executed.

1. Rick Kurtz shall remain as President of Shawnee State University, subject to applicable provisions of Ohio law and University policies. The President serves at the pleasure of the Board of Trustees.
2. The President's employment, unless otherwise modified by agreement of the parties, shall continue for an additional three (3) years (the "Term"), from July 1, 2018 to June 30, 2021. Any subsequent term and the associated details shall be determined by a mutual written agreement of the parties.
3. During the Term, the President will be provided with a base compensation of two hundred ninety-three thousand five hundred seventy-six dollars (\$293,576.00). The President will be subject to an annual performance review by the Board of Trustees, which may result in an additional increase of not more than four percent (4 %) for the 2018-19 year. The President's salary shall not be decreased as a result of the performance review.
4. The President will be provided with insurance coverage for health care, term life, and disability, in accordance with the University's employer-provided plan applicable to University professional administrative employees. The President shall be entitled to participate in an applicable public retirement system or Alternative Retirement Plan (ARP), at the President's option, as well as tax-deferred savings plans.
5. In addition to the above retirement provisions, the University will make contributions to the University's established Supplemental Qualified Retirement Plan (SQRP) in the amount of \$45,000 on June 30, 2018; \$45,000 on July 1, 2019; \$45,000 on July 1, 2020; and \$45,000 on June 30, 2021.
6. The President shall be entitled to twenty-two (22) vacation days per year. Accumulation and payment for unused vacation days will be governed by the policies and procedures applicable to other full-time University administrative employees. Accumulation and payment for unused sick days shall be governed by the policies and procedures applicable to other University administrative employees.

7. As a condition of the President's employment, the President shall be required to reside in the University President's Residence. The University will maintain the facility at University expense, including but not limited to, providing normal repairs, maintenance and necessary replacements, housekeeping, utility payments, landscaping and grounds maintenance, and snow removal. A rental charge based upon the rental value rate of the area will be assessed to the President. The University will provide the President a housing allowance of \$3,250 per month, subject to appropriate withholdings and deductions.
8. The President shall receive an automobile allowance of eight thousand dollars (\$8,000.00) per year for the business and personal use of a vehicle of the President's choosing. The President's spouse may also drive or otherwise use the automobile. The President shall also receive reimbursement of the actual cost of fuel expenses that he incurs in connection with business travel.
9. The President will continue to be provided or reimbursed for membership in appropriate professional organizations, as well as for attendance at professional conferences, in accordance with established University travel and expense reimbursement policies and procedures. For conferences or events where the attendance of the President's spouse is appropriate, the travel expenses for the President's spouse will be provided or reimbursed.
10. Provisions will be negotiated that identify the conditions that the Board may terminate the Presidential Employment Agreement "for cause" and without cause, and conditions under which the President may terminate the Agreement.
11. The President will continue to be furnished with a private office, reasonable staffing, an entertainment budget and other resources that are necessary and reasonable for the operation of the President's Office, the University President's Residence, and the University's development objectives.
12. The President shall hold the rank as Professor of Social Sciences.
13. This Term Sheet and the resulting Presidential Employment Agreement shall be subject to applicable provisions of Ohio law, including but not limited to Section 3345.77 of the Ohio Revised Code.
14. The Parties agree to prepare and sign a successor Presidential Employment Agreement. However, the Parties intended to be bound, and are bound, by the terms of this Term Sheet, until it is amended in a writing signed by the President and the Chair of the Board of Trustees, or superseded by a signed Presidential Employment Agreement. Notwithstanding the foregoing, the University may terminate this Term Sheet, without any further liability or obligation thereunder, if the President is found to have engaged in any one or more following before the successor Presidential Employment Agreement is in place: (a) acts of omissions of gross negligence or willful malfeasance in the performance of duties as President; (b) conviction of a

felony; (c) acts or omissions that materially harm or reflect negatively upon the University, undertaken or omitted knowingly; (d) material misrepresentation of credentials or background; or (e) a knowing and material violation of Ohio Ethics Laws. The “for cause” provisions shall be replaced by a mutually agreed upon provision in the Presidential Employment Agreement.

Agreed:

Shawnee State University

Dr. Rick Kurtz

By: _____

Scott Williams
Chairperson, Board of Trustees

Date: _____
