

## **RESOLUTION E02-15**

### **APPOINTMENT OF SHAWNEE STATE UNIVERSITY'S SIXTH PRESIDENT**

WHEREAS, the Board of Trustees announced in May, 2014 that Dr. Rita Rice Morris will retire from the presidency of Shawnee State University in June, 2015; and

WHEREAS, pursuant to the Ohio Revised Code, the Board of Trustees is responsible to appoint and employ the University President; and

WHEREAS, the Chair of the Board of Trustees appointed a Presidential Search Committee comprised of trustees, and also appointed a Presidential Advisory Committee comprised of representatives of internal and external constituencies to advise the Search Committee; and

WHEREAS, an external search firm was retained to provide expertise, guidance and support in the identification and recruitment of highly qualified candidates for the Presidency; and

WHEREAS, three highly qualified candidates visited the University for interviews and meetings with multiple constituencies and that these candidate visits have concluded; and

WHEREAS, the Board finds that Dr. Rick Kurtz possesses the academic credentials, the administrative and leadership experience, and the qualities and characteristics needed to advance Shawnee State University's mission, its commitment to students, and its role in the community, region and state.

THEREFORE BE IT RESOLVED, that the Board of Trustees of Shawnee State University hereby appoints Dr. Rick Kurtz as the sixth President of Shawnee State University with key terms of employment that are identified in the attached Term Sheet; and

BE IT FURTHER RESOLVED, that the attached Term Sheet and all other essential terms of employment shall be more fully set forth in a negotiated Presidential Employment Agreement, subject to the Board of Trustees formal approval.

(February 24, 2015)

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 24<sup>TH</sup> day of February, 2015, for the employment of Rick Kurtz as President of the University. This document serves to outline essential terms of the employment relationship, with expectation that Presidential Employment Agreement that more fully memorializes the relationship shall be subsequently negotiated and executed.

1. Rick Kurtz shall serve 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 shall commence no later than July 1, 2015, unless otherwise modified by agreement of the parties and continue for three (3) years thereafter (the "Term"). 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 an annual base compensation of \$260,000, subject to annual performance review by the Board of Trustees, which may be increased, but will not be decreased.
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 and as permitted by law, as well as tax-deferred savings plans.
5. 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 procedure applicable to other University administrative employees.
6. 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, and landscaping and grounds maintenance and snow removal.
7. The University shall pay or reimburse the President for reasonable moving and relocation expenses from the President's current primary home to the University President's Residence.
  8. The President shall be furnished with an automobile for the business and personal use of the President and that is purchased from an Ohio dealership located within fifty miles from the University. The President's spouse may also drive or otherwise use the automobile. All expenses related to the operation of the vehicle, including insurance coverage for both the President and the President's spouse, will be the responsibility of the University. All mileage for personal use shall be logged for income tax purposes.
  9. The President will be provided with membership in at least one service organization that would further the interests of the University. The President will also have access to a club membership, located in Columbus, that would further the University's interest, which would either be in the name of the Foundation or the University. The President will be responsible for any expenses not related to University business.
  10. President will 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 of the President's spouse will be provided or reimbursed.
  11. Provisions to 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.
  12. The President will 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.
  13. As a condition of employment as President, and within ninety (90) days of the Effective Date of employment, the President shall have a comprehensive physical examination by a licensed physician, mutually agreed upon by the parties. The University will assume the cost of the examination and all tests and procedures related to the examination. A certification of his fitness for duty shall be submitted to the Chair of the Board of Trustees. The President shall undergo a similar examination annually, with all costs to be borne by the University and a physician's certification of fitness for duty submitted to the Chair of the Board of Trustees.

14. The President shall hold the rank of Professor of Social Sciences.
15. 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.
16. The Parties agree to prepare and sign a Presidential Employment Agreement. However, the Parties intend 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 a Presidential Employment Agreement is in place: (a) acts or omissions of gross negligence or willful malfeasance in the performance of duties as President; (b) conviction of a felony, or a guilty, or no contest plea to a felony charge; (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. This "for cause" provisions shall be replaced by a mutually-agreed provision in the Presidential Employment Agreement.

Agreed:

Shawnee State University

Dr. Rick Kurtz

By: \_\_\_\_\_  
Melissa Higgs-Horwell  
Chairperson, Board of Trustees

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Date: \_\_\_\_\_

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