



Office of General Counsel
3640 Colonel Glenn Hwy.
Dayton, OH 45435-0001

Sean M. Culley
Assistant General Counsel
Direct: (937) 775-2064
sean.culley@wright.edu

BY EMAIL ONLY
esrati@thenextwave.biz

August 14, 2018

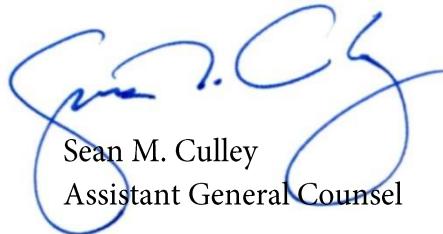
David Esrati
The Next Wave
100 Bonner Street
Dayton, Ohio 45410

Re: Request for Public Records – Presidents' Contracts

Dear Mr. Esrati:

On August 8, 2018 you made a public records request for “copies of all contracts in effect for the president of the university over the last 5 years.” The records you requested are appended. The presidents’ home addresses have been redacted. Please contact me with questions or concerns.

Regards,



Sean M. Culley
Assistant General Counsel

PERSONAL AND CONFIDENTIAL

Dr. David Hopkins
President
Wright State University
3640 Glenn Highway
Dayton, Ohio 45435

Dear Dave:

The Board of Trustees of Wright State University (the "University") is pleased you have agreed to continue as President of the University. This reappointment will be effective March 1, 2013.

This letter of agreement sets forth the material terms and conditions of your employment as President. You have been and will remain a member of the faculty.

The University shall employ you as President for a period of four years and four months, commencing on March 1, 2013 and concluding on June 30, 2017.

You are to perform the duties incident to the office of President, including the duties set forth in the provisions of the Ohio Revised Code, the Bylaws of the Board of Trustees, other rules of the University, and other official actions of the Board of Trustees past, present and future. Your duties shall be consistent with those customarily performed by university presidents, including among others, University leadership, faculty relations, budgeting, long range planning, fundraising, development, alumni and public relations, governmental relations, student affairs and services, recruitment of key University personnel, and the appointment, promotion, and dismissal of all faculty and staff members.

(1)

Your compensation for services as President shall be as follows: the University will pay you a base annual salary of four hundred thousand dollars (400,000). The Board of Trustees (or a group of Trustees designated by the Chair) shall conduct an annual performance evaluation in the fall, and in its sole discretion, adjust your base salary upward (if at all) following its review of your performance. It is the intent of the Board of Trustees to continue to strive to keep your salary at least at the median salary level of the other public university presidents in Ohio. Subject to State of Ohio legislative appropriations, your base annual salary shall be paid to you in twelve equal monthly installments in accordance with University rules and procedures. If in any fiscal year you are in the position less than twelve months, you will receive salary payments on a monthly basis equal to one twelfth of your base salary for each month you served in that year.

o/Pet

(2)

Your contract previous to this new contract provided fifty thousand dollars (50,000) per year into deferred compensation for you through January 1, 2015 (250,000) and twenty five thousand dollars (25,000) for the remaining six months of that contract to June 30, 2015. This total deferred compensation shall be paid to you within thirty days of June 30, 2015 as originally agreed or distributed in another manner determined by you. In either case, you are assured of this deferred compensation amount. If you do not remain as president until June 30, 2015, the whole accumulated sum shall be forfeited by you to the university at the time you cease to be president. If however, the reason for your failure to complete your term is your death or incapacitation, the balance in your deferred compensation account will be paid to you or your beneficiary. 2

Deferred compensation in the amount of seventy five thousand dollars (75,000) per year shall be provided to you for the final two years of this contract ending on June 30, 2017. The conditions cited above, regarding remaining in office, shall apply to this new deferred compensation.

(3)

Additionally, the Board of Trustees, in its sole discretion, at the conclusion of each year, shall determine whether to pay you a performance bonus for specific achievements during that year. It shall base its consideration upon its review of your performance of specific goals previously approved by you and the Board of Trustees. The bonus, if any, shall not exceed a sum equal in value to twenty percent (25%) of your then annual base salary, and may be paid in cash in whole or in part or in another appropriate manner agreed upon by you.

(4)

Additionally, during the term of your employment pursuant to this agreement, the University will reimburse you for expenses incurred in receiving financial planning advice and related tax advice in amounts not to exceed in the aggregate a total of twelve thousand dollars (12,000) during the term of this agreement.

The Board of Trustees expects and encourages you to engage in activities outside of the University, such as serving on community boards, other non-profit boards, for profit boards, delivering speeches, writing, and consulting. The Board recognizes that such endeavors will benefit you and the University. The University will provide you with appropriate director's and officer's liability insurance coverage. Any income or other compensation received and/or earned by you for any such activities shall be paid to and retained by you, and reported in accordance with all applicable laws and established University procedures. It shall have no effect on the amount of salary benefits or other compensation you may receive under this agreement or any University sponsored pension benefit or plan.

You shall continue to participate in the Alternative Retirement Program, TIAA-CREF. The University shall contribute the employer's and employee's contributions to TIAACREF without any tax burden to you.

Additionally, the University shall pay on your behalf a sum within the maximum allowed by law per plan into your existing 403 (b) and 457 (b) plans.

(5)

You shall be eligible to participate in all present and future employee benefit plans offered by the University for Senior Faculty and staff. These may include, for example, health care, disability and insurance programs, savings plans, flexible spending accounts, vacation, sick leave, and family leave accounts and plans. Additionally, the University shall secure for you, a Long Term Care policy of insurance. The University, at the discretion of the Board, will purchase either a 1-pay or a 10-pay policy on your behalf. The policy purchased on your behalf will be, at a minimum, tax qualified; have inflation protection in the range of 3% to 5%, compounded; have a 100% home care daily benefit with monthly limit not a daily limit; and have a long-term care benefit duration of at least 4 years. 3

The University will assist you in obtaining liability insurance commonly called "personal umbrella liability insurance", the policy providing a limit of insurance of five million dollars (\$5,000,000) for each occurrence, and will pay the annual premium when due during each year you serve as President.

In lieu of you and your spouse residing in the University's Rockafield House, the University shall pay you fifty thousand dollars (50,000) each year to help defer expenses for your private residence which will be available for University use from time to time. When your private residence is used for University related business and entertainment, the specific costs directly associated with such public use also will be paid by the University.

(6)

As a condition of your employment, you will have an annual physical examination and provide the Board of Trustees a written report from the examining physician stating you are fully fit to perform the duties of this agreement. As a further condition of your employment, you shall take an additional two weeks a year for a personal retreat for reflection and planning.

Because you will be required to travel on University business, the University will provide you with a full or intermediate size car (to be replaced after three (3) years of use), pay the cost of fuel, maintenance, repairs and insurance. The University asks you to keep a record of non business use of the car and will charge you for such use in accordance with applicable IRS and University regulations.

The University will reimburse you for all reasonable expenses incurred by you relating to University travel, business, and entertainment. These expenses include, for example, conventions, seminars, lectures, luncheons, receptions, dinners, civic functions, education related governance organizations, functions of university officials, staff, faculty, alumni, students, guests, persons doing business with the University, and your other community activities. The reimbursable expenses will include those of your spouse when she accompanies you. The University also will pay dues and expenses for your memberships in professional and business clubs and associations related to your duties as President.

(7)

The University will work with the University Foundation and arrange for it to reimburse you for dues at a country club. The University will also work with the University Foundation to provide

reasonable support for your spouse, Angelia, in her role as an ambassador for the University and particularly as she assumes a greater role in the university's campaign activities.

The University will reimburse you for your reasonable attorney fees and expenses incurred in evaluating, negotiating, and memorializing your employment relationship in the agreement.

(8)

As President, you will remain a tenured full professor on the faculty. At all times your faculty status will be subject to the same rules and protections available to other tenured full-time faculty members. During your service as President, you will not receive a salary for your faculty appointment. Subject to the above mentioned rules, at such time as your service as President ends, your employment as a tenured full professor shall continue at your option with the title of Distinguished Professor. During the one year following when you cease to be President, unless you have been terminated by the Board of Trustees, you shall serve as an advisor to the University and to the new president upon request. You shall be paid your base salary as of the time you leave the office of President. You shall also receive a car allowance and reimbursement for all university related expenses. Contributions to your retirement accounts shall continue for that year. You will be furnished an appropriate office and staff assistance. Beginning with the second year, the Dean of Education and Human Services shall determine your teaching, research and service assignments. Your salary and benefits shall be no less than the highest compensated professor in the College of Education and Human Services. At the sole discretion of the Board of Trustees, your salary as such faculty member may be increased but not decreased. You will be furnished an appropriate office and staff assistance.

It is specifically understood and agreed that during your term of your service as President, the Board of Trustees may terminate your services as President without cause at any time upon ninety (90) days prior written notice to you. Should this occur, you will be entitled to a payment computed as follows: if the termination occurs within the first three (3) years of this agreement a sum equal to the present value of two years of your then base salary from the date of the termination; if termination occurs within the fourth (4th) or fifth (5th) years of this agreement a sum equal to the present value of the remainder of the term of this agreement. The discount rate shall be the federal mid-term rate as defined under the applicable section(s) of the IRS Code in effect at the time of termination. The payment will be made to you in a lump sum within thirty (30) days of the date of termination without cause. The payment will be made even if you elect to continue as a faculty member.

The Board of Trustees may choose to terminate your services as President for cause at any time. "Cause" shall be defined to mean actions or omissions by you which are undertaken or omitted knowingly and are criminal or fraudulent or involve dishonesty or moral turpitude. In the event of termination for cause, your appointment as President shall cease immediately and you will not be entitled to receive any further compensation or benefits as President. If a dispute arises as to the existence of cause for termination, it shall be settled by mediation, with the costs of mediation, except your attorney fees, paid by the University. No compensation or benefits will be paid during the time of dispute and mediation. Any termination of your appointment as a faculty member shall be governed by the provisions and procedures applicable to University faculty members at that time.

In order to comply with Section 409A of the Internal Revenue Code, any taxable reimbursements or in-kind benefits provided under this agreement are subject to the following rules: (1) any reimbursements shall be paid no later than the end of the calendar year after the calendar year in which you incur the reimbursable expenses (or by any earlier date specified in this agreement), (2) the amount of reimbursements or in-kind benefits that the University provides you during any given calendar year will not affect the amount of expenses or benefits that the University will provide you during any other calendar year, and (3) you may not exchange your right to receive a reimbursement or in-kind benefit for cash or any other benefit.

Pursuant to Ohio Revised Code Section 3345.77, notice is hereby given and acknowledged that this agreement and all of its terms shall be subject to and superseded by the Ohio Revised Code relative to performance evaluations, the suspension of authority, duties, pay and termination of employment under special circumstances.

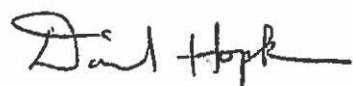
The Board of Trustees anticipates with great enthusiasm your continued service as President of the University.

Respectfully,



Larry Klaben
Chair, Board of Trustees

Accepted:



David Hopkins

Dated: 1 March 2013

**AMENDMENT NUMBER ONE
TO
WRIGHT STATE UNIVERSITY
EMPLOYMENT CONTRACT
FOR PRESIDENT DAVID R. HOPKINS**

This Amendment Number One (“FIRST AMENDMENT”) is entered into by and between Wright State University, a state assisted institution of higher education established under the laws of the State of Ohio (the “University”), through its Board of Trustees, and David R. Hopkins, an individual with offices at 3640 Colonel Glenn Highway, Dayton, Ohio 45435, (“Dr. Hopkins”).

WHEREAS, by a contract agreement dated March 1, 2013, the University offered, and Dr. Hopkins accepted, a position of employment with the University as its University President (the “CONTRACT AGREEMENT”);

WHEREAS, the parties hereto believe that it is in their mutual interest to amend the CONTRACT AGREEMENT to revise the duties of Dr. Hopkins and to revise elements of his compensation package.

NOW THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1.0 AMENDMENTS TO THE CONTRACT AGREEMENT

Pursuant to the intentions of the parties the CONTRACT AGREEMENT is amended as follows:

(a) Duties –

- (1) Effective close of business on Friday, March 17, 2017, Dr. Hopkins has tendered his resignation from the office of the President of Wright State University wherein he relinquishes all duties, title, authority and position of the Office of President of Wright State University except as may be specifically exempted by the University Board of Trustees.
- (2) Upon stepping down from the Office of President of Wright State University, Dr. Hopkins shall be afforded the right to return to the faculty in the College of Education and Human Services on a fiscal faculty appointment where he shall be compensated at an annual rate of Two Hundred Thousand Dollars (\$200,000).
- (3) Dr. Hopkins’ resignation and relinquishment of duties notwithstanding, Dr. Hopkins shall preside and officiate over Wright State University’s Spring Semester 2017 commencement exercises.

(4) At the discretion of the University Board of Trustees and so long as such activities are not inconsistent with efficient campus operations, Dr. Hopkins may be assigned additional duties in the area of fund raising and donor relations.

(b) Compensation –

- (1) Following Dr. Hopkins' resignation from the position of President, deferred compensation that has accrued in the final two years of his CONTRACT AGREEMENT in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) as referenced in Section 2. of the CONTRACT AGREEMENT, shall be paid to Dr. Hopkins in two installments of Seventy-five Thousand Dollars (\$75,000) each, the first to be paid on July 1, 2017, and the second to be paid on January 1, 2018.
- (2) Following Dr. Hopkins' resignation from the position of President he shall be paid for all unused but, accrued vacation leave up to the maximum number of hours allowable by University policy. Such payment shall be made in the next applicable payroll cycle.
- (3) The University shall continue to make monthly lease and insurance payments on the automobile that had been leased by the University for his use, until June 30, 2017. After June 30, 2017, Dr. Hopkins shall become responsible for making the monthly lease and insurance payments upon the leased automobile.
- (4) The one (1) year of presidential base salary, car allowance and reimbursements for university related expenses that was to be paid in Dr. Hopkins first year following the conclusion of his term as President which is referenced in Section 8. of the CONTRACT AGREEMENT, shall not be paid to Dr. Hopkins and Dr. Hopkins specifically agrees to forego, release, waive and relinquish all right, title or claim to such components of compensation in the CONTRACT AGREEMENT.

2.0 EFFECTIVE DATE

The amendments to the CONTRACT AGREEMENT made by this FIRST AMENDMENT shall be effective as of March 17, 2017.

IN WITNESS WHEREOF, the parties hereto have duly executed this AMENDMENT NUMBER ONE by affixing their signatures to this AMENDMENT NUMBER ONE below.

DAVID R. HOPKINS

David R. Hopkins
David R. Hopkins

3/15/17
Date

WRIGHT STATE UNIVERSITY BOARD OF TRUSTEES

By: Michael C. Bridges
Michael C. Bridges
Chair, Board of Trustees

15 Mar 2017
Date

**WRIGHT STATE UNIVERSITY
CONTRACT FOR EMPLOYMENT OF
CURTIS L. McCRAY, Ph.D. AS INTERIM UNIVERSITY PRESIDENT**

This employment agreement ("Agreement") is entered into and effective at 5:01 pm on this 17th day of March, 2017, between Wright State University, a state assisted institution of higher education established and existing under the laws of the State of Ohio (the "University"), and Curtis L. McCray, Ph.D., an individual currently residing in [REDACTED], ("McCray") for McCray's employment as Interim University President by the University. This Agreement supersedes and replaces any and all prior employment or consulting agreements whether oral or written between these two parties. The parties agree as follows:

1. **Term.** Unless otherwise terminated pursuant to the terms of this Agreement or extended by subsequent Agreement, this contract shall continue in force and effect for One Hundred Six (106) days, from 5:01 pm, March 17, 2017 until close of business, June 30, 2017. McCray agrees to remain at the University for the entire length of this agreement, unless his employment is terminated according to the terms herein. This agreement is not subject to renewal or extension. This employment in no way grants McCray a claim to tenure in employment, or any period of employment attributable to tenure with the University.
2. **Position.** McCray is hereby employed by the University as Interim University President reporting to the University Board of Trustees.
3. **Duties.** McCray agrees to devote full time, attention and energy to the duties of Interim University President to achieve the objectives by the end of his term, as specified by the University Board of Trustees which shall include but, not be limited to the following:
 - a. Stabilize the University's financial situation, eliminate a budget deficit of \$30 Million Dollars, and restore a budget that increases University unrestricted reserves to a \$5 Million Dollar surplus while preserving the University's core academic mission and services, and maintaining its core athletics programs at a NCAA Division I level. Present for approval to the Board of Trustees a 2017-2018 budget reflecting the deficit reduction and reserves surplus at the Budget Workshop in June, 2017.
 - b. Streamline and eliminate unnecessary administrative expenses and positions from the University's central administration, administration in the University's colleges and schools, the University's support and auxiliary operations, and the University's infrastructure organizations.
 - c. Re-organize, streamline and align the University's and its colleges' organizational structure to achieve cost and operating efficiencies to function within a balanced budget and to better support the University's academic mission.

- d. Identify, modify, refine, replace or remove inefficient, ineffective, unproductive or redundant positions or personnel within the University organization.
- e. Stabilize and where possible, increase University enrollment both in the areas of domestic student enrollment and international student enrollment. Correct any problems or deficiencies in the area of international student enrollment.
- f. Improve, modify, restructure, or revise existing or soon expiring faculty and staff union contracts to achieve greater more cost-efficient operating policies, procedures, efficiencies and work rules.
- g. Create, identify, produce, and encourage new or additional sources of revenue for the University that would enable the University to achieve greater financial viability, a balanced budget, and an operating surplus.
- h. Report to the Board as necessary or as required, on measures taken to achieve the above objectives.
- i. To perform any and all other duties as may be assigned by the Board of Trustees.

To assist McCray with the performance of his duties, he shall be assigned to work with an advisory team to consist of upper level administrative officials as determined by the Board of Trustees, and to work with a higher education finance consultant to be named by the Board of Trustees. McCray shall also be expected to communicate and coordinate with on a regular basis, the University's President-designate, Cheryl Schrader, prior to her commencement of term as University President on July 1, 2017.

- 4. **Compensation.** McCray shall be paid a total salary of \$119,892.00 for the 106 day term, in equal monthly installments for the term of this Agreement with pro rata payments of \$1,164.00 each day for all periods of time that are less than a full month. McCray shall also receive travel reimbursement and per diem expenses in accordance with University travel policies for all University related travel which shall be reported to the Board's designee for expense reimbursement. McCray shall be eligible to participate in the University's health insurance program if he chooses and he shall accrue vacation leave and sick leave in accordance with University policies. However, he shall not be eligible for any payout on any accrued but, unused leave at the conclusion of his term.
 - a. McCray shall not be eligible for any other University benefits including but, not limited to: workers' compensation insurance, life insurance, and other types of administrative leave, tuition waivers or reimbursement, and memberships. However, McCray shall be eligible to participate in a University retirement plan offered through the Ohio Public Employees Retirement System (OPERS).
 - b. If, due to any conflicting commitment or any illness or medical condition McCray is unable to safely or substantially perform the essential functions of his position, with

or without a reasonable accommodation, McCray shall not be paid for those days that he has no accumulated leave and is unable to perform his duties.

c. The University shall provide McCray an IRS Form W-2 for that portion of his compensation that is subject to withholding taxes and McCray agrees to be responsible for paying any additional taxes that may be due upon any part of his compensation that the University pays to him. McCray agrees to indemnify and hold harmless the University from any taxes assessed against him, including any penalties, fines, expenses or assessments with respect to the aforementioned compensation.

5. **Representations.** McCray warrants and represents that he will comply with all applicable laws, regulations and rules of the United States, the State of Ohio, and all local governments that may have jurisdiction over the University in addition to University policies and Codes of Ethics as they may be revised from time to time.

6. **Termination.** The parties agree that either party may terminate this Agreement for any reason upon giving the other party thirty (30) days prior written notice. McCray further agrees that the Board of Trustees may terminate this Agreement immediately if in its sole discretion, McCray is not satisfactorily accomplishing the duties set forth in Section 3. of this Agreement.

7. **Notices.** All notices to be given to the parties under this Agreement shall be in writing and delivered to the person to whom the notice is directed, either in person, or by United States mail, postage pre-paid, as a Registered or Certified item, return receipt requested, or by e-mail with a notification of receipt attached. The proper addresses of the parties hereto are as follows:

If to the University:

Vice President for Legal Affairs and General Counsel
Office of General Counsel
282 University Hall
Wright State University
Dayton, Ohio 45435
gencounsel@wright.edu

If to Dr. McCray:



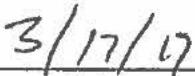
8. **Governing Law.** This Agreement shall be interpreted, controlled and enforced in accordance with the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. The parties agree to jurisdiction and venue in Ohio courts located in Franklin, Greene or Montgomery Counties, Ohio.

9. **Acknowledgement.** By signing this Agreement McCray is acknowledging that he has carefully read and fully understands the provisions of this Agreement and that he has been advised to seek the advice of his personal attorney prior to the execution of this Agreement. McCray further acknowledges that he has not relied upon any representation or statement, written or oral, not set forth in this Agreement and that he is signing this Agreement knowingly and voluntarily, without coercion or duress.

IN WITNESS WHEREOF, the parties, intending to be legally bound thereby, have executed this Agreement on the date indicated below under their respective signatures.



Curtis L. McCray

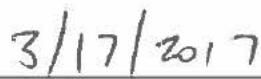


Date

WRIGHT STATE UNIVERSITY

By: 

Michael C. Bridges, Chair
Wright State University Board of Trustees



Date



Board of Trustees
3640 Colonel Glenn Hwy.
Dayton, OH 45435 0001
(937) 775 3346
FAX (937) 775 2421

March 1, 2017

PERSONAL AND CONFIDENTIAL

Cheryl Schrader
[REDACTED]

Dear Cheryl:

The Board of Trustees of Wright State University (the "University") is pleased you have agreed to become our seventh President of the University. This appointment will be effective July 1, 2017.

This letter of agreement sets forth the material terms and conditions of your employment as President.

The University shall employ you as President for an initial term of five (5) years, commencing on July 1, 2017 and concluding on June 30, 2022 with the possibility of a two (2) year extension. The Board of Trustees will notify you regarding any possibility of extension not later than six (6) months before the end of the five year period.

You are to perform the duties incident to the office of President, including the duties set forth in the provisions of the Ohio Revised Code, the Bylaws of the Board of Trustees, other rules of the University, and other official actions of the Board of Trustees past, present and future. Your duties shall be consistent with those customarily performed by university presidents, including among others, University leadership, faculty and staff relations, board relations, budgeting, long range planning, fundraising, development, alumni and public relations, governmental relations, oversight of University compliance with state and federal law, diversity and inclusion, student affairs and services, recruitment of key University personnel, and the appointment, promotion, and dismissal of all faculty and staff members as affirmed by the Board of Trustees.

The provisions of agreement are as follows:

1. Your base compensation for services as President shall be four hundred and twenty five thousand dollars (\$425,000). The Board of Trustees (or a group of Trustees designated by the Chair) shall conduct a performance evaluation annually, and in its sole discretion, may increase your base salary if merited following its review of your performance. Subject to State of Ohio legislative appropriations, your base annual salary shall be paid to you in twelve equal monthly installments in accordance with University rules and procedures. If in any fiscal year you are in a position less than twelve months, you will receive salary payments on a monthly basis equal to one twelfth of your base salary for each month you served in that year.

Cheryl Schrader

2. You will be provided an amount of fifty four thousand dollars (\$54,000) in year one into deferred compensation. Deferred compensation will remain the same each year of this contract or increase, as approved by the Board of Trustees and per IRS guidelines. If you are terminated by the Board without cause you shall be paid out all deferred compensation accrued up to the date of your termination without cause. If you voluntarily terminate your position before June 30, 2022, the whole accumulated sum shall be forfeited by you to the university at the time you cease to be president. If however, the reason for your failure to complete your term is your death or incapacitation, the balance in your deferred compensation account will be paid to you or your beneficiary.
3. Additionally, the Board of Trustees, in its sole discretion, at the conclusion of each year, shall determine whether to pay you a performance incentive for specific achievements during that year. It shall base its consideration upon its review of your performance of specific goals previously approved by you and the Board of Trustees. The incentive, if any, shall not exceed a sum equal in value to twenty-five percent (25%) of your then annual base salary, and may be paid in cash in whole or in part or in another appropriate manner agreed upon by you.
4. In lieu of you and your spouse residing in University owned property, the University shall pay you thirty six thousand dollars (\$36,000) each year to help defer expenses for your private residence which will be available for University use from time to time; this will be referred to as a housing allowance. When your private residence is used for University related business and entertainment, the specific costs directly associated with such public use also will be paid by the University. The University will also arrange for reimbursement for your dues up to ten thousand dollars (\$10,000) a year at a country club. Should a club membership not be of interest, you may elect that the club amount be combined with the housing allowance for a total of forty six thousand dollars (\$46,000) annually to be used for housing purposes.
5. Because you will be required to travel on University business, the University will provide you with a car allowance of twelve (12) thousand dollars (\$12,000) annually to pay for the cost of your automobile, fuel, maintenance, repairs, or insurance.
6. The University will reimburse you for all reasonable expenses incurred by you relating to University travel, business, and entertainment. These expenses include, for example, conventions, seminars, lectures, luncheons, receptions, dinners, civic functions, education related governance organizations, functions of university officials, staff, faculty, alumni, students, guests, persons doing business with the University, and your other community activities. The reimbursable expenses will include those of your spouse when he accompanies you. The University also will pay dues and expenses for your memberships in professional and business clubs and associations related to your duties as President. The University will provide you with the necessary electronic devices for you to perform your duties under this agreement, such as computers, tablets, personal digital assistants, cellphones, and will pay all expenses required to activate and support such devices. For development purposes and to foster University camaraderie, the University will also provide you, your spouse, and guests with complimentary tickets to athletic, entertainment, and cultural events.

7. To the extent that such activities do not interfere with or prevent you from performing your University duties, the Board of Trustees expects you to engage in activities outside of the University, such as serving on no more than two community, non-profit, or for profit boards unless more are approved by the Board of Trustees, delivering speeches, writing, and consulting. The Board recognizes that such endeavors will benefit you and the University. The University will provide you with appropriate director's and officer's liability insurance coverage. Any income or other compensation received and/or earned by you for any such activities shall be paid to and retained by you, and reported in accordance with all applicable laws and established University procedures. It shall have no effect on the amount of salary benefits or other compensation you may receive under this agreement or any University sponsored pension benefit or plan.
8. You shall be eligible to participate in all present and future employee benefit plans offered by the University. These may include, for example, health care, disability and insurance programs, flexible spending account, health savings account, vacation and sick leave accrual per University policy, tuition remission, and supplemental retirement accounts (SRA). SRAs provide opportunities to enhance your retirement savings through pre-tax contributions to a Tax-Deferred Account (403(b)) and/or Deferred Compensation Program (457(b)). SRAs must be established with an approved university provider and employer contributions are not provided. Contributions deferred into a SRA, and any earnings on those deferrals, are generally not taxed until a withdrawal is made from the account following a distributable event
9. With an appointment of at least 75% annually, you are eligible to enroll for retirement benefits in either the State Teachers Retirement System (STRS) or the Wright State University Alternative Retirement Plan (ARP). All WSU employees are exempt from Social Security contributions on earnings from the university. WSU employees hired on or after March 31, 1986 are required to pay a Medicare contribution of 1.45% of their earnings.
10. The University will pay for your relocation expenses in an amount not to exceed ten (10) percent of your base salary pursuant to University policy and IRS guidelines.
11. As a condition of your employment, you will have an annual physical examination and provide the Board of Trustees a written report from the examining physician stating you are fully fit to perform the duties of this agreement.
12. As a further condition of your employment, you shall take at least two weeks a year for personal retreat for reflection and planning in addition to the leave benefits provided in paragraph 8.

It is specifically understood and agreed that during the term of your service as President that you serve at the pleasure of the Board of Trustees and that Board may terminate your services as President without cause at any time upon six (6) months prior written notice to you, but the obligation of the University for the payment of agreed upon compensation and benefits shall continue for one (1) year following the termination of your services as President without cause. Your employment with the University shall include a tenured faculty position at the rank of Professor in an appropriate department pending an expedited rank and tenure process. However, while serving as President you shall not be required to

Cheryl Schrader

perform any duties as a tenured faculty member nor shall you be compensated for any faculty duties. While serving as President you shall not be a member of the faculty union or any faculty collective bargaining unit.

If you are terminated without cause, you will have the right to return to faculty after you have received one (1) year of Presidential compensation. During the one (1) year period of receiving Presidential compensation following termination without cause, you shall use the time for development purposes to prepare for a return to faculty. Upon return to the faculty, your salary will be no lower than the highest paid Professor in your department of Electrical Engineering. If employed as a tenured faculty member, you will be subject to the faculty collective bargaining agreement. If your return to faculty has not been preceded by a termination without cause you shall be provided a paid six (6) month sabbatical for development purposes at your newly calculated rate of pay.

The Board of Trustees may choose to terminate your services as President for cause at any time. "Cause" shall be defined to mean actions or omissions by you which are undertaken or omitted knowingly and are criminal or fraudulent or involve dishonesty or moral turpitude or actions or omissions that have the purpose or effect of reflecting unfavorably on the University, or causing embarrassment to the University, or otherwise detracting from the University's mission or reputation. In the event of termination for cause, your appointment as President shall cease immediately and you will not be entitled to receive any further compensation or benefits as President. If a dispute arises as to the existence of cause for termination, it shall be settled by mediation, with the costs of mediation, except your attorney fees, paid by the University. No compensation or benefits will be paid during the time of dispute and mediation.

If you voluntarily choose to leave the University to take another position at another academic institution before the second year of your initial term has been served, you shall be obligated to repay the University \$120,000, as liquidated damages to compensate the University for the loss of its investment in conducting your recruitment, bringing you to the University and having you perform your duties for the term originally contemplated.

In order to comply with Section 409A of the Internal Revenue Code, any taxable reimbursements or in-kind benefits provided under this agreement are subject to the following rules: (1) any reimbursements shall be paid no later than the end of the calendar year after the calendar year in which you incur the reimbursable expenses (or by any earlier date specified in this agreement), (2) the amount of reimbursements or in-kind benefits that the University provides you during any given calendar year will not affect the amount of expenses or benefits that the University will provide you during any other calendar year, and (3) you may not exchange your right to receive a reimbursement or in-kind benefit for cash or any other benefit.

All employees, citizens and noncitizens, hired after November 6, 1986 and working in the United States must complete a U.S. Citizenship and Immigration Services Form I-9. The I-9 Form is included with the new hire paperwork received at orientation. Employees must present an original document or documents that establish identity and employment eligibility within 3 business days of the date employment begins.

Pursuant to Ohio Revised Code Section 3345.77, notice is hereby given and acknowledged that this agreement and all of its terms shall be subject to and superseded by the Ohio Revised Code relative to performance evaluations, the suspension of authority, duties, pay and termination of employment under special circumstances.

Cheryl Schrader

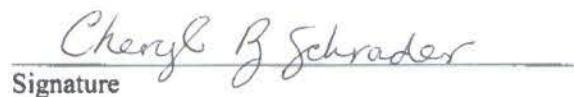
The Board of Trustees anticipates with great enthusiasm your service as the seventh President of Wright State University.

Respectfully,



Michael Bridges
Chair, Board of Trustees

I accept the offer contained herein as indicated by my signature below.


Signature


Date