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May 10, 2001 Executive Committee Meeting

Shawnee State University

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SHAWNEE STATE UNIVERSITY
Special Executive Committee Meeting Minutes
May 10, 2001
12:15 p.m., Selby Board Room

Meeting was called to order by the Chairman at 12:16 p.m.

Roll Call

Voting Members present:

Mr. George Clayton	Chairman
Mr. George L. Davis	Member
Mr. William McKinley	Member
Ms. Kay Reynolds	(for Howard Harcha)

Others present:

Mr. Steve Donohue	Board Secretary (non-voting)
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1.0 Minutes and Certification of Compliance with RC 121.22(F)

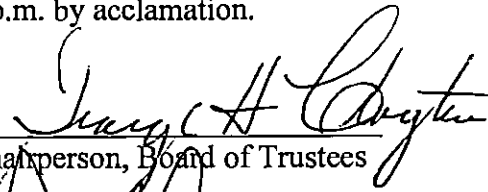
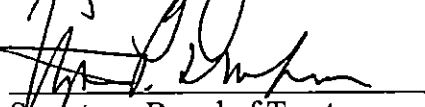
The Chairman confirmed compliance with RC 121.22(F).

2.0 Approve of Consultant Contract

Mr. Davis moved and Ms. Reynolds seconded a motion to approve Resolution E11-01, Approval of Consultant Contract. Without discussion, the Executive Committee unanimously approved Resolution E11-01.

3.0 Adjournment

There being no other business, Ms. Reynolds moved and Mr. Davis seconded a motion to adjourn the meeting. The meeting adjourned at 12:18 p.m. by acclamation.


Chairperson, Board of Trustees

Secretary, Board of Trustees

RESOLUTION E11-01

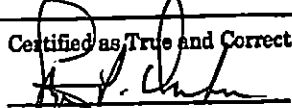
APPROVAL OF CONSULTANT CONTRACT

WHEREAS, the attached consultant and release agreement with Dr. Chapman, which is hereby incorporated by reference, is in the best interests of the University; and

WHEREAS, the Chairman of the Board of Trustees executed this agreement on May 9, 2001, subject to approval by the Executive Committee of the Board of Trustees;

THEREFORE BE IT RESOLVED that the Executive Committee of the Board of Trustees of Shawnee State University approves the terms of the attached consultant and release agreement.

(May 10, 2001)

Certified as True and Correct	
	6/7/01
Secretary, SSU Board of Trustees	Date

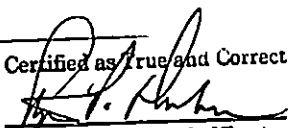
CONSULTING AND RELEASE AGREEMENT

The parties acknowledge that they have not negotiated a continued contract for Dr. Chapman as President of Shawnee State University, and that the parties have mutually decided to allow Dr. Chapman to leave to pursue other interests. In consideration of the covenants and promises set forth herein and to resolve fully and finally all matters arising out of a prior employment relationship, and to contract for a final period of consultation on transition issues, Shawnee State University, on behalf of itself and its officers, directors, trustees, employees, agents, affiliates, subsidiaries, and other related companies (herein referred to as the "University"), and James Chapman, on behalf of himself and his heirs, executors, guardians, administrators, successors, and assigns (herein referred to as "Dr. Chapman"), hereby mutually agree as follows:

1. The University agrees to pay Dr. Chapman the sum of Fifty Seven Thousand and Four Hundred and Ten Dollars (\$57,410.00), less all applicable payroll deductions. The parties agree that no additional payments from the University on behalf of Dr. Chapman will be required for any type of deferred compensation benefit, including but not limited to an Alternative Retirement Plan. Forty-five Thousand Dollars of the agreed amount shall be paid after the revocation period set forth in paragraph 10 has expired, or July 1, 2001, whichever last occurs. The remainder will be paid upon the satisfactory inventory of the University property in the possession of Dr. Chapman, including but not limited to the contents of the home provided him by the University. Dr. Chapman will also be reimbursed up to \$5,000.00 for out-of-pocket moving expenses so long as those expenses are incurred and submitted on or before July 30, 2001. The sum referred to in this paragraph represents any and all compensation for future consulting work on transition issues, as well as any and all back pay, severance pay, wages, bonuses, vacation pay, damages (whether compensatory, exemplary, punitive or otherwise), attorneys' fees, or other claims Dr. Chapman ever had or may now have against the University. The sum mentioned above shall not include Dr. Chapman's remaining salary due through June 30, 2001.

2. Dr. Chapman acknowledges that all of his work with and for the University under the Employment Contract dated May 15, 1998, as amended, ends on June 30, 2001. Beginning on July 1, 2001 and continuing for five months, Dr. Chapman agrees to be reasonably available for consultation on transition issues dealing with the University. Dr. Chapman agrees to keep the Provost of the University informed as to an effective means of communication with him, to the mutual agreement of the parties. This Consulting Agreement shall not prevent Dr. Chapman from pursuing and engaging in other employment.

3. Dr. Chapman acknowledges that, pursuant to COBRA, he received a Notice of His Right to Continue Health Benefit Coverage for the period beginning July 1, 2001.

Certified as True and Correct

Secretary, SSU Board of Trustees 6/26/01
Date

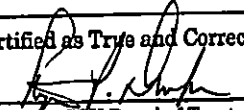
4. Dr. Chapman and the University agree that Dr. Chapman has no right to continued possession of University property after June 30, 2001, and that he will return all property on that date unless otherwise agreed in writing with the University. Dr. Chapman shall have the right to remain in the 1828 Franklin Street property until July 31, 2001.

5. Dr. Chapman acquits, releases and forever discharges the University, its agents, officers, employees, trustees and assigns of and from all and in all manner of, actions and causes of action, suits, debts, claims and demands whatsoever, in law and equity, which he ever had, or may now have with respect to any aspect of his employment by the University, and further agrees not to file or assert any such claims or causes of action against tile University with any federal, state, or local governmental agency or professional association, or in any court of law, with the exceptions of any action the law precludes him from waiving by agreement, and any claim that the University breached its commitments under this Agreement. Dr. Chapman's covenants and releases include a waiver of any and all rights or remedies which he ever had or may now have against the University under any present or future federal, state, local, or other statutory law, including, but not limited to, Title VII of the 1964 Civil Rights Act, 42 U.S.C. § 2000 *et seq.*; the 1967 Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*; the 1866 Civil Rights Act, 42 U.S.C. § 1981; the Civil Rights Act of 1991, PL. 102-166; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*; the Equal Pay Act, 29 U.S.C. § 206(d); the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*; the Occupational Safety arid Health Act of 1970, 29 U.S.C. 553, *et seq.*; Ohio Revised Code Chapter 4112; and any statutory amendments.

6. The University and Dr. Chapman agree not to make any formal statements nor issue any documentation containing comments which are defamatory toward the business, reputation or intents of each other, or each other's officers or agents or trustees.

7. The University and Dr. Chapman agree that they will cooperate with each other in connection with any proceeding before a federal, state, or local government agency, or in any court of law pertaining to any matter whatsoever With respect to which Dr. Chapman has specific knowledge or information as a result of his employment with the University, subject to reasonable availability. The University shall reimburse Dr. Chapman for out-of-pocket expenses, travel, etc. in accordance with University policy.

8. The parties agree that this Agreement shall be construed in accordance with Ohio law, and that any action brought by any party hereunder may be instituted and maintained in the appropriate court having jurisdiction over Scioto County, Ohio, where Dr. Chapman was employed by the University.

Certified as True and Correct	
	6/7/01
Secretary, SSU Board of Trustees	Date

9. By entering into this Agreement, the University does not admit to the violation of any federal, state, local or other statute of law, including, but not limited to, those laws referred to in Paragraph 5 of this Agreement, and any claimed breaches or violations are hereby specifically denied. By entering this Agreement, Dr. Chapman also is making no statement regarding such claims.

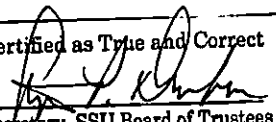
10. Upon receipt of this Agreement, which Dr. Chapman acknowledges was received by his counsel on May 7, 2001, Dr. Chapman acknowledges that he has been advised of his right to have at least twenty-one (21) days within which to review and consider this Agreement, and is advised of his right to consult with legal counsel with respect thereto. Dr. Chapman further acknowledges that he has entered into this Agreement voluntarily and of his own free will. Dr. Chapman acknowledges his right to revoke this Agreement within seven (7) days following his execution hereof, by giving written notice thereof to the Vice President and General Counsel of the University. In the event of such revocation, this Agreement shall become null and void, and no party hereto shall have any rights or obligations hereunder, including but not limited to payments under paragraph 1.

11. In the event that any provision of this Agreement is found by any court or governmental agency to be unlawful or unenforceable, this entire Agreement shall be void and unenforceable, no Party hereto shall have any rights or obligations hereunder, and Dr. Chapman shall reimburse the University all amounts paid to him under Paragraph 1 of this Agreement. It is agreed that the University shall take no action to have this Agreement declared void or unenforceable.

12. Both parties agree that their covenants and promises made in the Agreement are in consideration of the respective payments, settlements and other promises made hereunder, and that the agreement is effective upon the signature of Dr. Chapman, the Chairman of the Board of Trustees, and the approval of the Executive Committee of the Board of Trustees.

13. The parties hereto agree that the foregoing constitutes the entire Agreement between them and that there exists no other agreements, oral or written, between them relating to any matters covered by this Agreement or relating to any other matter whatsoever.

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all the provisions contained herein.

Certified as True and Correct

Secretary, SSU Board of Trustees
6/7/01 Date

SHAWNEE STATE UNIVERSITY

James Chapman
DR. JAMES CHAPMAN

BY: *George H. Clayton*

8 MAY 2001
Date

5/9/01
Date

WITNESSED BY:

John P. ...
(Name)
5/8/01
Date

Stephen P. Donohue
(Name)
5/9/01
Date

Approved: Shawnee State University Board
of Trustees, Executive Committee, Resolution E11-
01, May 10, 2001.

Stephen P. Donohue 5/10/01
Stephen P. Donohue, Secretary, Board of Trustees

Certified as True and Correct
Stephen P. Donohue 6/7/01
Secretary, SSU Board of Trustees Date