

**EMPLOYMENT AGREEMENT
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION,
CFO AND TREASURER**

This Employment Agreement ("Agreement") is entered into between Deborah J. Shaffer ("Ms. Shaffer") and Ohio University ("University"), a public institution of higher education in the state of Ohio, collectively the "Parties."

WHEREAS, the University currently employs Ms. Shaffer as the Senior Associate Vice President for Finance and Administration ("Associate VP");

WHEREAS, she will continue to be employed as Associate VP until such time as the current Vice President for Finance and Administration, CFO and Treasurer, Stephen T. Golding, ("Current VP") retires effective July 1, 2016;

WHEREAS, there will be an initial transition period from July 1, 2015 to December 31, 2015, wherein Ms. Shaffer will assume some of the responsibilities of the Current VP ("Initial Transition Period");

WHEREAS, there will be a secondary transition period from January 1, 2016 to June 30, 2016, wherein Ms. Shaffer will assume more of the responsibilities of the Current VP ("Secondary Transition Period"); and

WHEREAS, Ms. Shaffer will assume the full responsibilities and the title of Vice President for Finance and Administration, CFO and Treasurer ("Vice President") effective July 1, 2016;

NOW, THEREFORE, the Parties agree as follows.

1. **Employment**. Ms. Shaffer is hereby appointed to continue to serve as Associate VP; to perform additional responsibilities as set forth herein from July 1, 2015 to June 30, 2016; and to serve as Vice President effective July 1, 2016, for Ohio University. In both capacities, she will be considered an unclassified contract administrator.
2. **Compensation**.
 - A. For her services and in consideration of the additional duties she will perform as Associate VP during the Initial Transition Period, the University will pay Ms. Shaffer annual compensation of \$270,000 payable in equal semi-monthly installments including the University's normal employee benefits.

- B. For her services and in consideration of the additional duties she will perform as Associate VP during the Secondary Transition Period, the University will pay Ms. Shaffer annual compensation of \$285,000 payable in equal semi-monthly installments including the University's normal employee benefits.
 - C. For her services and in consideration of the duties she will perform as Vice President, the University will pay Ms. Shaffer annual compensation of \$306,000 payable in equal semi-monthly installments including the University's normal employee benefits.
 - D. The compensation so paid in Sections 2.A.-C. above will be subject to the same payroll deductions that apply to the University's administrative employees. Salary increases will be based on merit as assessed annually by the President. Ms. Shaffer's salary may be increased, but never decreased during the Term of this Agreement.
3. **Deferred Compensation.** Each year that Ms. Shaffer remains employed in her capacity as Vice President, beginning July 1, 2016, and continuing on June 30th each subsequent year during the Term of this Agreement, University will make a discretionary employer contribution to Ohio University's 403(b) Plan as part of the University's practice of providing such discretionary contributions to University management. The discretionary contribution will be in an amount equal to the lesser of (i) \$44,000; or (ii) the maximum amount that can be contributed as an employer contribution on behalf of Ms. Shaffer without violating Section 415(c)(1)(A) of the Internal Revenue Code taking into consideration all other employer contributions made to the 403(b) Plan on behalf of Ms. Shaffer and employee contributions made by Ms. Shaffer during such calendar year. The University will make the contribution to the 403(b) Plan in accordance with the timing requirements of the Internal Revenue Code.
4. **Reporting Structure.**
- A. As Associate VP she will continue to report to the Current VP. Human Resources, Finance, Project and Portfolio Management Office, Planning, Procure to Pay, Budget, Treasury, and Foundation Account and Investments will continue to report directly to the Associate VP.
 - B. As Vice President she will be under the general supervision of the President of the University. Finance, Human Resources, Foundation Accounting and Investments, Treasury, Budget, Auxiliaries, Police, Information Technology,

Facilities, Space Management/Planning, Real Estate, Community Relations, Economic Development and Safety and Risk Management will report directly to Vice President.

5. **Responsibilities.**

- A. As Associate VP, Ms. Shaffer will continue to perform the duties of the position.
- B. During the Initial Transition Period, Ms. Shaffer will continue her Associate VP duties as well as oversight over the following departments/divisions:
 - a. Information Technology;
 - b. Risk Management, Insurance, Workers' Compensation, and Life Safety; and
 - c. Attend one-on-one meetings and planning sessions with Current VP.
- C. During the Secondary Transition Period, Ms. Shaffer will continue her Associate VP duties, the duties of the Initial Transition Period, as well as oversight over the following departments/divisions:
 - a. Facilities;
 - b. Design and Construction; and
 - c. Transportation and Parking.
- D. Effective July 1, 2016, the Vice President will serve as the chief fiscal officer of the University. In addition to the departments/divisions she will oversee as Associate VP, the Initial Transition Period, and the Secondary Transition Period, she will also oversee the Ohio University Police Department, Auxiliaries, and Real Estate. In consideration of the annual salary and other benefits which may become due and payable to him under this Agreement, she agrees as follows:
 - a. To faithfully and conscientiously perform the duties of the Vice President and such other duties as may be assigned by the President;
 - b. To serve as a full-time employee and devote the necessary attention and energy to the duties of the Vice President as required herein, and to the promotion of the University's Vision Ohio goals;
 - c. To avoid any business or professional activities or pursuits that have not been approved by the President, that will prevent him from devoting the necessary time to the performance of the President's duties or which will conflict in any manner with the duties outlined herein; and

- d. To recognize and comply with the State and Federal laws and University policies governing the activities of University employees.

6. **Term.**

- A. Subject to the provisions herein, it is understood that Ms. Shaffer serves at the pleasure of University.
- B. Ms. Shaffer's appointment and employment will continue as Associate VP effective July 1, 2015 and concluding June 30, 2016, subject to Section 13 herein.
- C. Ms. Shaffer's appointment and employment as Vice President will be for a Term of 4 years commencing July 1, 2016 and concluding June 30, 2020, subject to Section 13 herein.
- D. The Parties agree to meet no later than 1 year prior to the expiration of the Term to discuss and agree upon the renewal, extension or non-renewal of the Agreement.

7. **Goals and Evaluations.** The Vice President, in consultation with the President, will annually establish goals for the performance of her position and her performance will be evaluated annually by the President on the basis of these goals and other relevant criteria.

8. **Professional Development.** University will provide support for Ms. Shaffer to attend and participate in professional development meetings and conferences.

9. **Expenses.** On July 1, 2016, and annually thereafter, the University will provide a discretionary account from the Ohio University Foundation in the amount of \$10,000 to be used for business related travel and entertainment in accordance with University policy.

10. **Travel.** Ms. Shaffer will conduct such travel as is necessary to perform her duties, and she will be entitled to reimbursement for transportation and travel expenses in accordance with then-current travel policies of the University.

11. **Parking Space.** The University will provide a convenient parking arrangement for the Vice President for business use.

12. **Policies and Law.** Except as explicitly set forth herein, Ms. Shaffer's employment is subject to all of the policies, procedures, and guidelines of University, as amended from time to time. She will also comply with all local, state and federal laws, rules and regulations, applicable to her performance of the responsibilities pursuant to this Agreement.

13. **Termination.**

A. **Termination for Cause.**

- a. The Parties agree that University may terminate this Agreement at any time for "cause," which will include the following:
 - i. A deliberate or serious violation of your duties;
 - ii. A deliberate and serious neglect of the duties requested by the President
 - iii. A deliberate and serious violation of a University policy or any other rule or bylaw of University or the Board of Trustees;
 - iv. Intentional actions or omissions that are criminal or fraudulent or involve dishonesty or moral turpitude;
 - v. An indictment or conviction of a felony;
 - vi. Any material breach of this Agreement; or
 - vii. Prolonged absence from duty exceeding 60 days without the consent of University.
- b. In the event that University determines that there may be cause to terminate this Agreement, the President may elect to suspend Ms. Shaffer from her duties with full pay and benefits, until such time as University concludes whether there is cause for termination, or until this Agreement is otherwise terminated or expires.
- c. If termination is for any reason stated in paragraphs i. through vii. above, Ms. Shaffer will be entitled to the receipt of all compensation through the date of termination, including additional compensation, if any, that is due but is not paid as of the date of termination.

B. **Termination Without Cause.**

- a. The Parties agree that University may terminate this Agreement prior to its normal expiration, without cause.
 - i. This Agreement may be terminated at any time by University by delivering to Ms. Shaffer written notice of University's intent to terminate this Agreement without cause, which notice will be effective 30 days from the date that written notice is delivered to Ms. Shaffer.
 - ii. This Agreement may be terminated by Ms. Shaffer by giving University 60 days' advance written notice of termination of employment with University.
- b. **Severance.** In the event of termination of this Agreement by University without cause, Ms. Shaffer will be entitled to the following:

- i. If University terminates without cause within the first 2 years of the Agreement, Ms. Shaffer will receive 2 years of her then current annual compensation payable monthly over a period of 12 months from the effective date of separation of employment.
- ii. If University terminates without cause after the 2nd full year of this Agreement, Ms. Shaffer will receive 1 year of her then current annual compensation payable monthly over a period of 12 months from the effective date of separation of employment.
- c. **Mitigation of Damages.** Regardless of the severance payment provision above, Ms. Shaffer agrees to mitigate University's obligations to pay severance under this Agreement by making reasonable and diligent efforts to obtain other employment commensurate with Ms. Shaffer's training and experience. After Ms. Shaffer obtains such new employment, University's obligation to make monthly payments under this Agreement will be reduced by the amount of Ms. Shaffer's new monthly direct, base compensation for the remaining period of severance payments.

C. **Termination for Death/Disability.** Regardless of any other provision of this Agreement, this Agreement shall terminate automatically if Ms. Shaffer dies or becomes totally disabled, or totally incapacitated or otherwise incapable of carrying out the duties of Vice President as determined by the President, provided such decision is not arbitrary or capricious.


- a. If University deems Ms. Shaffer totally incapacitated or incapable of carrying out the duties as Vice President, University reserves the right to require Ms. Shaffer to submit to a medical examination by a physician licensed to practice medicine, selected by University at University's expense.
- b. Unpaid compensation and benefits accrued up to the date of termination that are due and payable ("Account") to Ms. Shaffer will be paid to Ms. Shaffer or as follows: Ms. Shaffer may designate one or more primary beneficiaries or alternative beneficiaries to receive all or a specified part of her Account after her death and Ms. Shaffer may change or revoke any such designation from time to time. If she fails to designate a beneficiary, or revokes a beneficiary designation without naming another beneficiary, or designates one or more beneficiaries none of whom survives Ms. Shaffer, for all or any portion of her Account, such Account or portion will be payable to Ms. Shaffer's surviving spouse or, if Ms. Shaffer is not survived by a spouse, to the representative of Ms. Shaffer's estate.

14. **Miscellaneous**

- A. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by the parties hereto.

- B. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions will continue to be valid and enforceable.
- C. **Governing Law and Forum Selection.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the state of Ohio. No action may be brought arising out of or related to this Agreement, except in a state court of competent jurisdiction in Athens County, Ohio, or in the Ohio Court of Claims, as appropriate.
- D. **Waiver.** No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation of rights enforceable under this Agreement.
- E. **Assignment.** This Agreement is not assignable but will be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.
- F. **Notices.** All notices required or permitted to be given under this Agreement will be in writing and will be mailed, postage prepaid, by registered or certified mail or personally delivered with signed receipt of delivery made to the parties at the following addresses:

Ohio University
Attention: President
Cutler Hall 108
Athens, Ohio 45701

Deborah Shaffer


- G. **Construction of Agreement.** It is intended that this Agreement shall comply with the provisions of Section 409A of the Code and the Treasury regulations relating thereto, or an exemption to Section 409A of the Code, and payments, rights and benefits may only be made, satisfied or provided under this Agreement upon an event and in a manner permitted by Section 409A of the Code, to the extent applicable, so as not to subject the Vice President to the payment of taxes and interest under Section 409A of the Code. In furtherance of this intent, this Agreement shall be interpreted, operated and administered in a manner consistent with these intentions. Terms defined in this Agreement shall have the meanings given to such terms under Section 409A of the Code if and to the extent required in order to comply with Section 409A of the Code. No payments to be made under this Agreement may be accelerated or deferred except as specifically permitted under Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception or another exception under Section 409A of the Code shall be paid under the applicable exception. For purposes of the limitations on nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate

payment of compensation for purposes of applying the Section 409A of the Code deferral election rules and the exclusion under Section 409A of the Code for certain short-term deferral amounts. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under Section 409A of the Code. In no event may the Vice President, directly or indirectly, designate the calendar year of any payment under this Agreement.

IN WITNESS WHEREOF, Deborah Shaffer and the President of the University have executed this Agreement effective the 1st day of July, 2015.

OHIO UNIVERSITY


Roderick J. McDavis
President


Deborah J. Shaffer

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION,
CFO AND TREASURER**

This FIRST AMENDMENT amends the EMPLOYMENT AGREEMENT (the "Agreement") by and between Ohio University ("University") and Deborah J. Shaffer ("Vice President").

RECITALS

WHEREAS, the University and Vice President entered into the Agreement effective July 1, 2015, and the parties wish to amend the Agreement as set forth below effective April 1, 2016.

WHEREAS, it was the intention of the Parties that Vice President would take over the responsibilities and corresponding salary as Vice President effective July 1, 2016;

WHEREAS, it is now the intention of the Parties that commencing April 1, 2016, Vice President will assume all the responsibilities and the salary of Vice President for Finance and Administration, CFO and Treasurer.

NOW THEREFORE, the University and Vice President agree as follows:

AMENDMENT

1. The fourth recital is hereby amended by deleting "June 30, 2016" and replacing it with "March 31, 2016" it being the intention of the Parties that the Secondary Transition Period will conclude on March 31, 2016.
2. Section 1 Employment is hereby amended by deleting it in its entirety and replacing it with the following:

Employment. Ms. Shaffer is hereby appointed to continue to serve as Associate VP; to perform additional responsibilities as set forth herein from July 1, 2015 to March 31, 2016; and to serve as Vice President effective April 1, 2016, for Ohio University. In both capacities, she will be considered an unclassified contract administrator.

3. Section 5.D. Responsibilities is hereby amended by deleting "July 1, 2016" and replacing it with "April 1, 2016".

4. Section 6. Term is hereby amended by deleting C. and replacing it with the following:

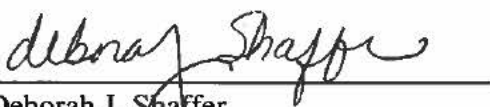
C. Ms. Shaffer's appointment and employment as Vice President will be for a Term of 4 years and 2 months commencing April 1, 2016 and concluding June 30, 2020, subject to Section 13 herein.

DM 5. All other provisions of the Agreement will remain in full force and effect, it being understood that, in the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment take precedence.

IN WITNESS WHEREOF, Deborah J. Shaffer and the President of the University have executed this Agreement effective April 1, 2016.

OHIO UNIVERSITY


Roderick J. McDavis
President


Deborah J. Shaffer

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION,
CFO AND TREASURER**

This SECOND AMENDMENT amends the EMPLOYMENT AGREEMENT (the "Agreement") by and between Ohio University ("University") and Deborah J. Shaffer ("Vice President").

RECITALS

WHEREAS, the University and Vice President entered into the Agreement effective July 1, 2015, thereafter amended effective April 1, 2016, and the parties wish to further amend the Agreement as set forth below.

NOW THEREFORE, the University and Vice President agree as follows:

AMENDMENT

1. Section 2. **Compensation**. is hereby amended by adding a new section 2.E. as follows:
 - E. Vice President will receive a retention bonus in the amount of \$100,000 to be paid to her, in addition to her base salary, on June 30, 2020; provided, however, she will have no right to the compensation payable pursuant to this Section 2.E. if she is terminated pursuant to Section 13 prior to June 30, 2020. Compensation payable pursuant to this Section 2.E. will be paid no later than 30 days after the date on which the right to the payment first accrues.
2. Section 4. **Reporting Structure**. is hereby amended by deleting 4.B. and replacing it with the following:
 - B. As Vice President she will be under the general supervision of the President of the University. Finance, Human Resources, Foundation Accounting and Investments, Treasury, Budget, Auxiliaries (with the exception of Culinary Services), Police, Facilities, Space Management/Planning, Real Estate, Community Relations, Economic Development and Safety and Risk Management will report directly to Vice President.
3. Section 5. **Responsibilities**. is hereby amended by removing 5.B.a. Information Technology.
4. All other provisions of the Agreement will remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Second Amendment and the Agreement or the First Amendment, the terms of this Second Amendment take precedence.

IN WITNESS WHEREOF, Deborah J. Shaffer and the Interim President of the University have executed this Agreement effective March 1, 2017.

OHIO UNIVERSITY



David Descutner
Interim President



Deborah J. Shaffer

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION,
CFO AND TREASURER**

This THIRD AMENDMENT amends the EMPLOYMENT AGREEMENT (the “Agreement”) by and between Ohio University (“University”) and Deborah J. Shaffer (“Senior Vice President”).

RECITALS

WHEREAS, the University and Senior Vice President entered into the Agreement effective July 1, 2015, thereafter amended effective April 1, 2016 (“First Amendment”) and March 1, 2017 (“Second Amendment”), and the parties wish to further amend the Agreement as set forth below.

NOW THEREFORE, the University and Senior Vice President agree as follows:

AMENDMENT

1. Senior Vice President’s title will hereafter be “Senior Vice President for Finance and Administration, CFO and Treasurer.”
2. Section 2.C. **Compensation**. is hereby amended by replacing “\$306,000” with “\$327,726.”
3. Section 2.E. **Compensation**. is hereby amended by adding the following language:

Senior Vice President will receive a second retention bonus in the amount of \$100,000 to be paid to her, in addition to her base salary, on June 30, 2023; provided, however, she will have no right to the compensation payable pursuant to this Section 2.E. if she is terminated pursuant to Section 13 prior to June 30, 2023. Compensation payable pursuant to this Section 2.E. will be paid no later than 30 days after the date on which the right to the payment first accrues.

4. Section 3. **Deferred Compensation**. is hereby amended by adding the following language:

Beginning July 1, 2019, discretionary contributions will be made on a semi-annual basis.

On January 31, 2020, if Ms. Shaffer has remained employed in her capacity as Senior Vice President, and then each July 31st and January 31st thereafter during the Term of this Agreement, University will make a discretionary employer contribution to Ohio University’s 403(b) Plan as part of the University’s practice of providing such discretionary contributions to University management. Each discretionary contribution will be in an amount equal to half of the maximum amount that can be contributed as an employer contribution on behalf of Ms. Shaffer under Section 415(c)(1)(A) of the Internal Revenue Code, as adjusted periodically under Section 415(d) of the Internal Revenue Code (the “Annual Addition Limit”), less all other employer contributions made to the 403(b) Plan on behalf of Ms.

Shaffer and employee contributions made by Ms. Shaffer during such calendar year. In no event may the total contributions to Ms. Shaffer's account under the University's 403(b) Plan exceed the Annual Addition Limit for the applicable plan year. The University will make the contribution to the 403(b) Plan in accordance with the timing requirements of the Internal Revenue Code and the 403(b) Plan.

5. Section 4. **Reporting Structure**. is hereby amended by deleting 4.B. and replacing it with the following:

B. The Senior Vice President will continue to be under the supervision of the President. Finance, Human Resources, Foundation Accounting and Investments, Treasury, Budget, Auxiliaries (with the exception of Culinary Services), Police, Facilities, Space Management/Planning, Real Estate, Community Relations, Economic Development and Safety and Risk Management will continue to report directly to Senior Vice President. At his discretion, the President may modify Senior Vice President's reporting units without amending this Agreement. Senior Vice President will work closely and cooperatively with the President, support his initiatives, be a constructive member of his executive team, and serve on the President's Council.

6. Section 6. **Term**. is hereby amended extending the Term for an additional 4 years so that the Agreement will now terminate on June 30, 2024, subject to Section 13.


7. Section 13.C. **Termination for Death/Disability**. is hereby amended by adding a new section c. as follows:

c. Senior Vice President understands that she is considered a key employee under FMLA regulations. A "key employee" is a salaried, FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite. Under certain circumstances Senior Vice President may be denied restoration of her job if doing so would result in "substantial and grievous injury" to Ohio University as determined by the Board.

8. All other provisions of the Agreement will remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Third Amendment and the Agreement, First, or Second Amendment, the terms of this Third Amendment take precedence.

IN WITNESS WHEREOF, Senior Vice President and the President of the University have executed this Agreement effective July 1, 2019.

OHIO UNIVERSITY

 5.23.19
M. Duane Nellis
President

 5/23/19
Deborah J. Shaffer

**COMPENSATION AMENDMENT
TO THE
EMPLOYMENT AGREEMENT**

This Compensation Amendment ("Compensation Amendment") to an Employment Agreement including any amendments thereto ("Agreement") is between Ohio University, a public institution of higher education, ("University"), and Deborah Shaffer, ("Executive"), collectively, the "Parties".

WHEREAS, on March 9, 2020, the Governor of Ohio declared a State of Emergency in Executive Order 2020-01D in response to the COVID-19 pandemic.

WHEREAS, on March 23, 2020, the Governor of Ohio directed Ohio agencies to prepare to cut their budgets up to 20% and enacted a hiring freeze.

WHEREAS, because the University is financially impacted by State of Ohio budget cuts, University and Executive mutually agree to amend the Agreement to reduce the University's budget to aid in its continued operations.

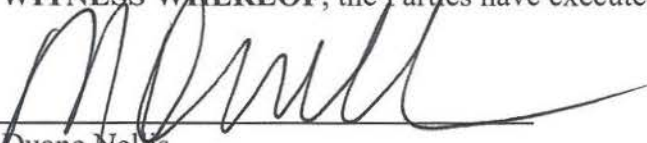
NOW, THEREFORE, the Parties agree as follows:

1. The Compensation section of the Agreement is hereby amended as follows:

Executive's current base salary is \$327,726 ("Base"). Effective July 1, 2020 ("Effective Date"), and in consideration for 26 voluntary furlough personal days that are available to be used by June 30, 2021, Executive voluntarily agrees to a 10% reduction in salary of \$32,773 to \$294,953. Executive's salary will return to Base plus any raise pool adjustments on July 1, 2021 at which time this Compensation Amendment terminates.

2. Executive's unused vacation days in excess of 256 hours for FY21 will be carried over to FY22 to be used by June 30, 2022.
3. All other provisions of the Agreement will remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Compensation Amendment and the Agreement or any prior amendments as applicable, the terms of this Compensation Amendment will control.

IN WITNESS WHEREOF, the Parties have executed this Compensation Amendment upon the Effective Date.



M. Duane Nellis
President



Deborah Shaffer