

Office of the President

October 20, 2015

Dr. Joseph E. Steinmetz 145 N. High St, Apt 301 Columbus, OH 43215

Re: Of

Offer of Employment

Dear Dr. Steinmetz:

I am writing to offer you employment as Chancellor ("Chancellor") of the University of Arkansas, Fayetteville ("University").

As Chancellor of the University of Arkansas, Fayetteville you will be paid an annual salary of \$700,000 from public and private funds in 12 equal installments. Vice president Ann Kemp will assist you setting aside a portion of your salary as deferred compensation. As Chancellor, you will devote your best efforts to carry out the responsibilities inherent in the position of the Chancellor of the University as set forth in policies established by the Board of Trustees ("Board"). The Chancellor shall be the Chief Executive Officer of the campus and shall perform all duties required by law, by this employment agreement, by policies of the Board and by custom and practice to be performed by a university chancellor of a public institution of higher education.

This position carries with it tenure at the University of Arkansas, Fayetteville. Upon acceptance of this offer I will begin the necessary campus review to support your appointment as a faculty member at the rank of Professor with tenure. Upon the completion of this employment agreement, or if you decide to leave the Chancellor positon prior to the completion of the five-year term, you will assume a 9-month faculty appointment at the University of Arkansas, Fayetteville at an academic salary commensurate with your academic record and the salary structure in your home department. Your 9-month salary will be set at 110% of the average of the two highest faculty 9-month salaries in the department serving as the home for your tenured position.

You will be entitled to the following benefits:

• Major Medical and Dental for yourself, spouse and children up to age 26; the University will pay 80% of the premiums for the medical insurance for the Classic plan and 75% for the Point of Service plan. The University will pay 50% of the premiums for dental insurance;

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- Life Insurance in the amount of \$50,000 and you will have the option to obtain additional term life insurance at your cost up to a maximum of \$500,000;
- Basic and optional Long-Term Disability Insurance. Optional coverage is paid by the employee;
- University retirement contribution to TIAA-CREF, Fidelity or other approved retirement program. The University will contribute 5% of your salary to the retirement program. If you elect to make employee contributions, the University will also match your contributions over 5%, up to a maximum employer contribution of 10%. Your employee contributions to the 403(b) plan may not exceed the annual maximum of \$18,000 for employees under age 50, and \$24,000 for employees age 50 and over. In order to receive the maximum employer contribution, you must contribute at least 10% of salary. If 10% of salary is greater than the maximum employee contribution for the year, you may make that contribution either as an after tax contribution to the 403b plan or as an employee contribution to the 457b plan. The maximum employee contribution to the 457b plan for 2015 is \$18,000 for employees under age 50 and \$24,000 for employees age 50 and over;
- Holiday, vacation (15 hours/month), and sick leave (8 hours/month) in accordance with applicable polices and law;
- Undergraduate tuition reduction for yourself and your dependents;
- Travel allowances or reimbursement of business expenses;
- Such other benefits as may be approved from time to time by the Board;
- Reasonable moving expenses upon submission of invoices verifying such expenses;
- A University vehicle for official use along with fuel and maintenance expenses;
- Expenses associated with trips to Fayetteville prior to your official start date to assist with the transition.

The foregoing benefits shall be subject to change at any time by the Board, but the University's contribution for you will be equal to other chancellors in the event of such change.

The University of Arkansas provides the Chancellor a residence in Fayetteville on the campus. The President and Board have required the Chancellor to live in the residence because of the

Dr. Joseph Steinmetz October 20, 2015 Page 3

substantial benefits which accrue to the Board and to the University by virtue of him doing so. It is also recognized that the Chancellor may conduct certain social events and University business at his residence which will acquaint diverse constituencies with the University. The University of Arkansas, Fayetteville will provide normal utilities, insurance, upkeep and maintenance of the grounds and residence and furnishings as might be mutually agreed upon. Any personal effects or furnishings of the Chancellor and his family shall be insured separately by him against risk of loss.

The Board may terminate this agreement at any time for cause under procedures established by the Board. As used herein the term "cause," in addition to any of its normally understood meanings in employment contracts, shall include the following:

- a. A deliberate or serious violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of your ability;
- b. Violation of any of the other terms and conditions of this Agreement not remedied after thirty (30) days written notice;
- Any conduct that constitutes moral turpitude, or that would tend to bring public disrespect, contempt or ridicule upon the University;
- d. A deliberate or serious violation of any law, rule, regulation, constitutional provision or policy of the University or local, state, or federal law, which violation may, in the sole judgment of the Board, reflect adversely upon the University;
- e. Prolonged absence from duty without the Board's consent;
- f. The disability or incapacity which renders you incapable of carrying out the duties as Chancellor of the University of Arkansas, Fayetteville.

Termination for Convenience. The Board may terminate this Employment Agreement for convenience by furnishing you thirty (30) days written notice of such termination. In the event of termination for convenience, you shall continue to be paid monthly the remaining salary for the term of this Employment Agreement. In the alternative, the Board may reassign you to the Department in which you are tenured at the University of Arkansas at Fayetteville, as a faculty member at the then applicable salary in this Employment Agreement for the remainder of the term of this Employment Agreement. By accepting such employment or payment as aforesaid, you shall release the University, the Board, its trustees and employees from any and all liability of any nature whatsoever arising out of the termination of such employment. After the term of this Employment Agreement if you have been reassigned during its term, your academic salary on a 9-month basis will be commensurate with your academic record and the salary structure in your home department, as specified previously.

Dr. Joseph Steinmetz October 20, 2015 Page 4

The Chancellor will not engage in employment other than as Chancellor of the University of Arkansas, Fayetteville during the term of the Agreement unless otherwise approved in writing by the President of the University of Arkansas System.

The initial term of the Employment Agreement will be five (5) years from the date employment begins. Your employment start date is negotiable, but an expected start date of January 1, 2016 is anticipated. As per University policy, this offer is contingent upon the successful completion of a background check and approval by the University Of Arkansas System Board Of Trustees.

I am very excited by the opportunity to work with you to advance higher education in Arkansas and at the University of Arkansas, Fayetteville. Your talents and abilities are an excellent fit for the campus and I have no doubt that you will be able to lead the University to a position of national recognition as a top 50 public research university. I pledge to you that I will do everything I can to assist you in this important work.

If this Offer is acceptable to you please indicate by signing below and returning to the President's Office in the enclosed envelope. A special meeting of the Board of Trustees of the University of Arkansas will be called for final approval of your appointment as Chancellor of the University of Arkansas, Fayetteville. Congratulations again and thank you for taking on this important role for the University of Arkansas System and the State.

Sincerely,

Donald R. Bobbitt

President

ACCEPTED:

Joseph E. Steinmetz