

“Dr. Ransom’s offer letter from The University of Toledo referred to her position as Dean of the J. Scott Honors College and as a faculty member in the J. Scott Honors College as an Associate Professor without tenure. UA officials have been in contact with The University of Toledo to try to determine where and how a change occurred in the final contract to have the title of assistant professor.”

---

What follows is the email communication related to the Offer from The University of Toledo to Dr. Ransom. The Employment Agreement offer letter containing the reference to the Associate Professor without tenure faculty rank is attached:

----- Forwarded message -----

From: Scott Scarborough [REDACTED]

Date: Sat, Jan 19, 2013 at 8:42 AM

Subject: Re: Good News

To: Lakeesha Ransom [REDACTED]

Lakeesha,

Attached is a UT employment agreement for you to review. Let me know if it looks OK to you. It includes the \$185,000 we discussed plus the 20% performance budget. Let me know if it looks OK.

Hope you have a great weekend.

Scott

On Jan 17, 2013, at 9:39 PM, Lakeesha Ransom [REDACTED] wrote:

Perfect.

Lakeesha K. Ransom, PhD

Developing people. Developing business. Developing nations.

[www.mariposaglobal.com](http://www.mariposaglobal.com)

On Thu, Jan 17, 2013 at 9:26 PM, Scott Scarborough [REDACTED] wrote:

Sounds good. We will draft an offer letter with a Feb 4 start date. More to follow...

Scott

On Jan 17, 2013, at 9:01 AM, Lakeesha Ransom [REDACTED] wrote:

Scott,

This is wonderful news! Although I'm still waiting for my house to close, I could begin Monday, February 4. I am thrilled to join the UT community and look forward to help take it to the next level!

All the best,

Lakeesha

Lakeesha K. Ransom, PhD

Developing people. Developing business. Developing nations.

[www.mariposaglobal.com](http://www.mariposaglobal.com)

On Thu, Jan 17, 2013 at 5:34 AM, Scott Scarborough [REDACTED] wrote:

Lakeesha,

The offer letter is being prepared consistent with the annual salary of \$185,000 and the 20% performance bonus we discussed. When do you think you could begin your employment at UT?

Congrats!

Scott



EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE UNIVERSITY OF TOLEDO AND  
Lakeesha Ransom

This Employment Agreement (“Agreement”) is entered into between Lakeesha Ransom (“Dean Ransom”) and The University of Toledo (“UT”), a public institution of higher education in the state of Ohio. This Agreement is subject to the approval of the Board of Trustees. All prior agreements with Dean Ransom are hereby terminated.

1. **Appointment and Term.** UT hereby employs Dean Ransom as Dean of the J. Scott Honors College (“College”), and Dean Ransom hereby accepts such appointment effective February 1, 2013.
2. **Reporting Structure.** The Dean of the J. Scott Honors College is an officer of UT and will report directly to the Provost and Executive Vice President for Academic Affairs.
3. **Duties and Responsibilities.** The Dean for the J. Scott Honors College is the chief academic and administrative officer for the College and will devote full-time attention and efforts to fulfilling at the highest level of professional competence the educational, academic, research and administrative duties and responsibilities of the position as may be assigned by the Provost and Executive Vice President for Academic Affairs.

The Dean is the fiscal officer of the College and is responsible for financial resources. The Dean will provide vision and leadership for the College and continue the commitment to excellence in education, research and service. In collaboration with the faculty, staff, students, College and UT leadership, the Dean is responsible for building consensus and fostering cooperative relationships; strategic and operational planning; program evaluation and development; recruiting, mentoring and evaluation of faculty and staff; designing and communicating the J. Scott Honors College educational and service mission to the UT community; creation and support of effective recruitment and retention of faculty, staff, and student populations; coordination of national and regional accreditation initiatives’ budget management through an open and collegial process; and private and public fundraising.

The Dean with the support of the Provost will prepare the College to fulfill accreditation requirements as they arise. The Dean will submit a business plan proposing a UT financial reinvestment in the College commensurate with anticipated revenue enhancement. In addition, the Dean will perform other duties and tasks as requested by the Provost and President.

- A. **Performance Metrics.** Targeted performance outcomes will be as follows, and will be used to determine the annual performance based payment.

- a. J. Scott Honors College Enrollment Growth increased by 4% annually
  - b. J. Scott Honors College Graduation Rate increased by 4% annually
  - c. J. Scott Honors College Student Satisfaction increased by 4% annually
  - d. J. Scott Honors College Operating Margin increased by 4% annually
  - e. Philanthropic Gifts to the J. Scott Honors College increased by 4% annually
4. **Faculty Appointment.** Employee will be appointed as a faculty member in the J. Scott Honors College as an Associate Professor without tenure. If the Agreement is terminated for any reason other than for cause per Section 8.A., Employee will have the option to become a full-time faculty member on the date this Agreement terminates and receive an annual academic salary using the 9/11 conversion based upon Employee's annual base salary at that time. The full-time paid faculty appointment will be for a period of not less than five years.
5. **Duration of Contract.** Subject to the provisions herein, it is understood that Dean Ransoms serves at the pleasure of UT. Dean Ransoms' appointment and employment will be for a term of two years and five months commencing February 1, 2013, and concluding June 30, 2015, subject to Section 6 below.
6. **Renewal of Agreement.** UT, in its sole discretion, may offer to renew this Agreement for such additional years upon the terms and conditions contained herein or upon such other or additional conditions as may be agreed upon by Dean Ransom and UT.
7. **Compensation and Benefits.**
- A. Dean Ransom's salary will be the annual amount of \$185,000 payable in equal bi-weekly installments. The salary will include deductions for local, state and federal taxes and employee benefits. For each goal met by Dean Ransom in Section 3.A.a.-e., above, she will receive a payment equal to 4% of her annual base salary, up to a total of 20% per year.
  - B. Should the President declare a mandatory furlough for employees, you will be subject to compliance without renegotiation or amendment of the terms of this Agreement.
8. **Termination**
- A. **Termination for Cause.** The parties agree that UT may terminate this Agreement at any time for "cause," which will include the following:
    - a. A deliberate or serious violation of your UT duties;
    - b. A deliberate and serious neglect of the duties requested by the Provost and Executive Vice President for Academic Affairs;
    - c. A deliberate and serious violation of a UT policy or any other rule or bylaw of UT or the Board of Trustees;
    - d. An indictment or conviction of a felony; or
    - e. Prolonged absence from duty exceeding 60 days without the consent of UT.

In the event that UT determines that there may be cause to terminate this Agreement, the President may elect to suspend Dean Ransom from her duties, with full pay and benefits,

until such time as UT concludes whether there is cause for termination, or until this Agreement is otherwise terminated or expires.

If termination is for any reason stated in paragraphs a through e above, Dean Ransom will be entitled to the receipt of all compensation through the date of termination, including bonuses, if any, and that are due but are not paid as of the date of termination.

B. **Termination for Death/Disability.** Regardless of any other provision of this Agreement, this Agreement will terminate automatically if Dean Ransom dies or, due to accident, mental or physical illness, or for any other reason, becomes totally disabled, or totally incapacitated or otherwise incapable of carrying out the duties as Dean of the J. Scott Honors College, as determined by the President and UT Board of Trustees, provided such decision is not arbitrary and/or capricious. Unpaid compensation and benefits accrued up to the date of termination that are due and payable (“Account”) to Dean Ransom will be paid to Dean Ransom or as follows: Dean Ransom may designate one or more primary beneficiaries or alternative beneficiaries to receive all or a specified part of her Account after her death and Dean Ransom 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 Dean Ransom, for all or any portion of her Account, such Account or portion will be payable to Dean Ransom's surviving spouse or, if Dean Ransom is not survived by a spouse, to the representative of Dean Ransom's estate.

9. **Professional Development.** UT will provide support for you to attend and participate in state and national meetings associated with J. Scott Honors College programs and programs focused on leadership in higher education.

10. **UT Rules and Regulations.** Your employment is subject to all of the policies, procedures, and guidelines of UT, as amended from time to time, including but not limited to UT's conflict of interest policies, patent policies, and employee policies. You will also comply with all local, state and federal laws, rules and regulations, applicable to your performance of responsibilities pursuant to this Agreement.

All of the financial commitments in this offer are subject to the sufficiency of funding from the state of Ohio and operating performance of UT.

11. **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 the City of Toledo, Lucas 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:

The University of Toledo  
 Attention: President  
 2801 W. Bancroft St.  
 Toledo, OH 43606

The University of Toledo  
 Attention: Provost  
 2801 W. Bancroft Street  
 Toledo, OH 43606

Lakeesha Ransom



- G. **Construction of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Agreement are intended to comply with Internal Revenue Code Section 409A, any regulations promulgated thereunder, and administrative pronouncements interpreting Internal Revenue Code Section 409A and such regulations, and shall be interpreted and applied in a manner consistent with Internal Revenue Code Section 409A, such regulations, and such pronouncements.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their authorized representatives on the day and year first written above.

**THE UNIVERITY OF TOLEDO**

\_\_\_\_\_  
 Lakeesha Ransom, Ph.D.

\_\_\_\_\_  
 Lloyd A. Jacobs, M.D., President

**THE UNIVERSITY OF TOLEDO**

\_\_\_\_\_  
 Scott Scarborough, Provost and  
 Executive VP for Academic Affairs