

**WAYNE STATE
UNIVERSITY**

LAW SCHOOL

OFFICE OF THE DEAN

February 25, 2003

Mr. Peter Hammer
c/o University of Michigan Law School
625 S. State Street
Ann Arbor, MI 48109-1215

Dear Mr. Hammer:

On behalf of the Law School, we are pleased to offer you an appointment as Associate Professor. This is a tenure-track appointment. The term of the appointment is to begin on or about 08/19/2003 and extend through 05/16/2006. Your salary rate will be \$110,000 per nine month academic year. The terms of this offer may not be modified or altered by any oral statements or representations. This offer may be modified only in writing, signed by a University official as authorized by University Policy.

You will be responsible to Associate Dean Lombard. Your duties, subject to periodic review, will include the following: Generally offering four courses per year, at least two of which will focus on health care issues; the subject matter of the other two courses will be determined by mutual agreement with the Office of the Dean. Additionally, you will be responsible for engaging in scholarly research and publication as well as serving on various law school and University committees.

The position carries a substantial and valuable body of fringe benefits, including a choice of medical insurance programs, some free and some optional low-cost life insurance, short-term disability benefits, long-term disability benefits (when eligible), and participation (when eligible) in an appropriate University retirement program. You will become eligible for the latter upon attaining age 26 and completing two years of service with the University. The two-year University service requirement can be satisfied through two years prior service within the last three years at an institution of higher education or through service at an organization eligible to offer 403(b) contracts to its employees. Additional information regarding benefits offered to WSU employees can be found at the WSU Benefits Administration web site at <www.hr.wayne.edu/ben/>.

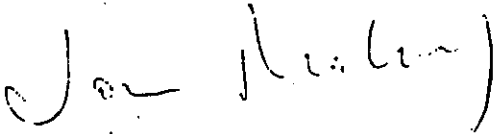
We agree to reimburse the moving expenses for you and your immediate family in the amount of eighty (80) percent of the actual cost; but, in no event, shall that reimbursement exceed \$5,000.

In anticipation of your affirmative response, we are enclosing certain personnel forms (Employee Data form, insurance forms, retirement eligibility forms, tax cards, etc.) which should be completed and returned with your acceptance. This will facilitate the timely processing of your appointment and related benefits. Also, if you have not already provided one, we will need an official copy of the academic transcript which reflects your highest earned degree; that copy should be mailed directly to us by the institution which conferred the degree. The effective date of your employment will be contingent upon the completion of these pre-employment conditions, as well as your acceptance of the enclosed Employment Agreement.

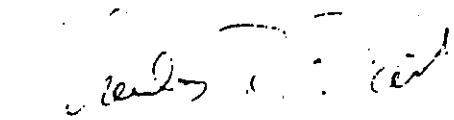
If, as we hope, you find this offer to be satisfactory as presented, please indicate your acceptance by signing, dating, and returning the original and one copy (enclosed) of this letter, as well as one copy of the Employment Agreement. A second copy of each document is enclosed for your file. An offer for which a signed acceptance is not received within twenty (20) days of the date tendered is rescinded and becomes null and void.

We look forward to your favorable response which should be returned directly to the Dean's Office; an enclosed stamped envelope has been provided for your convenience in returning these documents. We look forward with great pleasure to your joining the University community and to working with you in the future.

Sincerely,



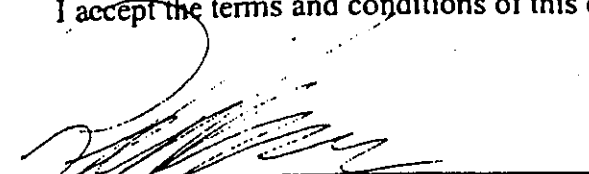
Joan Mahoney, Dean
Law School



Charles R. Bantz
Provost and Senior Vice President
for Academic Affairs

Encls.

I accept the terms and conditions of this offer.


Peter Hammer

March 13, 2003
Date

**WAYNE STATE
UNIVERSITY**

LAW SCHOOL

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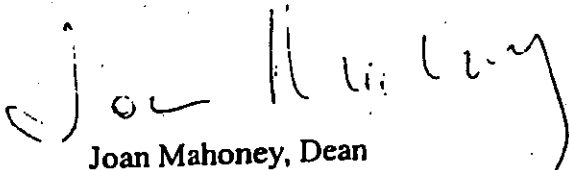
**WAYNE STATE UNIVERSITY
EMPLOYMENT AGREEMENT**

According to the Board of Governors' Statutes and other University policies, all new appointees must agree to the following terms and conditions of employment.

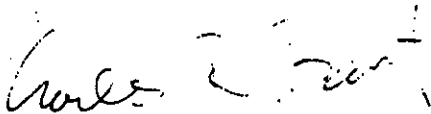
1. Faculty and academic staff at WSU are represented by the American Association of University Professors-American Federation of Teachers (AAUP-AFT). They are required to tender to the AAUP-AFT dues or a prescribed fair share agency fee, or must agree to make a contribution to a WSU scholarship or research fund. Details of this requirement can be found in Article VI of the WSU/AAUP-AFT Agreement.
2. Your initial appointment is without tenure. The tenure process shall follow the guidelines established by the University and the American Association of University Professors-American Federation of Teachers (AAUP-AFT) in the applicable WSU/AAUP-AFT Agreement. Tenure and tenure consideration are governed by University policy and the agreement between the University and the AAUP-AFT.
3. This offer carries no presumption of reappointment or continuing tenure.
4. The terms of this agreement may not be modified or altered by any oral statements or representations. This agreement may be modified only in writing signed by a University official as authorized by executive order.
5. Federal law requires that you must provide evidence of United States citizenship, or, in the case of a non-citizen, evidence of employment authorization. Wayne State University requires that this employment eligibility verification take place *before* an employee begins service to the University. Completion and verification of the Form I-9 must be done in person. Arrangements may be made to satisfy this requirement by contacting Associate Dean Lombard at (313) 577-3973 (if you are a citizen or lawful permanent resident) or by contacting the University Office of International Students and Scholars at (313) 577-3422 (if you are a non-resident alien).

The attached sample form and list of documents are provided to assist you in preparing for completion and verification of the Form I-9. Please be aware that the University will be unable to pay you for any work you perform prior to your compliance with this Federal regulation and any such work will have been performed as a volunteer. If you are on a non-immigrant visa, and work prior to your official start date, the work will be considered to be "unauthorized employment" by the Immigration and Naturalization Service, and a violation of status.

Approved by:

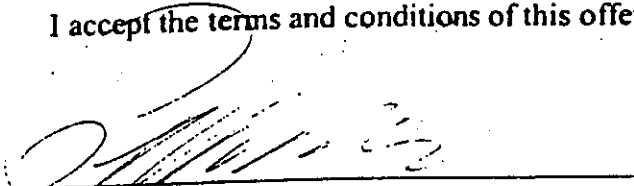


Joan Mahoney, Dean
Law School



Charles R. Bantz
Provost and Senior Vice President
for Academic Affairs

I accept the terms and conditions of this offer.



Peter Hammer

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