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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of**  
**the Securities Exchange Act of 1934**

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Date of Report (Date of earliest event reported): **March 16, 2018**

**ROCKWELL MEDICAL, INC.**

(Exact name of registrant as specified in its charter)

**Michigan**  
(State or other  
jurisdiction of  
incorporation)

**000-23661**  
(Commission File  
Number)

**38-3317208**  
(IRS Employer  
Identification No.)

**30142 Wixom Road, Wixom, Michigan 48393**  
(Address of principal executive offices, including zip code)

**(248) 960-9009**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02**      **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

*Approval of Increased Compensation for Independent Directors*

On March 16, 2018 and effective as of March 19, 2018, the Board of Directors (the “Board”) of Rockwell Medical, Inc. (the “Company”), based on the recommendation of the Compensation Committee of the Board (the “Compensation Committee”), modified the compensation of the independent directors of the Board as described below:

- Independent director base compensation shall be \$175,000 per year, consisting of \$60,000 in cash and \$115,000 in stock options;
- Independent directors who are members of a committee (and not the chair) shall receive the following yearly fees for service on each committee payable in the form of stock options: Compensation Committee (\$7,500); Audit Committee (\$12,000); and Governance and Nominating Committee (\$5,000);
- The chair of each committee shall receive a yearly fee payable in the form of stock options as follows: Compensation Committee (\$15,000); Audit Committee (\$20,000); and Governance and Nominating Committee (\$10,000); and
- The Chairman of the Board shall receive a yearly fee of \$50,000 payable in the form of stock options.

As a result of the foregoing, effective as of March 19, 2018, each independent director received a grant of contingent stock options to acquire the following number of shares of the Company’s common stock as described below:

- Mr. Wolin: 52,501 shares;
- Mr. Cooper: 39,838 shares;
- Ms. Smith: 38,985 shares;
- Mr. Ravich: 38,416 shares;
- Ms. Colleran: 36,281 shares;
- Mr. Boyd: 36,139 shares; and
- Mr. Bagley: 32,724 shares.

The exercise price per share for the contingent stock options is \$5.75, reflecting the closing sale price of the Company’s common stock on March 19, 2018. All option grants are expressly contingent upon the Company’s shareholders approving the 2018 Rockwell Medical, Inc. Long Term Incentive Plan at the Company’s 2018 Annual Meeting of Shareholders. The contingent stock options will otherwise vest one year from the date of grant if the director continues to then-serve on the Board, though the Compensation Committee shall have the discretion to accelerate such vesting, and the right to exercise each option would extend for the 10-year life of the option.

Additionally, the Board and the Compensation Committee also decided to grant cash compensation to Mr. Bagley, Mr. Boyd, Mr. Ravich, Ms. Smith to compensate them for previously unpaid 2017 director fees in accordance with the Company's then-existing independent director compensation program. Mr. Ravich received cash in the amount of \$52,500 and Mr. Bagley, Mr. Boyd and Ms. Smith each received cash in the amount of \$34,140.

The foregoing summary does not purport to be a complete description of the terms of the contingent stock options and is qualified in its entirety by reference to the full text of the Form of Contingent Option Award Agreement for Directors (2018 Plan), a copy of which is attached hereto as Exhibit 10.76.

**Item 9.01**      **Financial Statements and Exhibits.**

(d) *Exhibits.*      The following exhibits are being filed herewith:

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.76	<a href="#">Form of Contingent Option Agreement for Directors (2018 Plan)</a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ROCKWELL MEDICAL, INC.**

Date: March 21, 2018

By: /s/ Thomas E. Klema  
Thomas E. Klema  
Vice President, Chief Financial Officer, Treasurer and Secretary

Non-Employee Director Grantee: \_\_\_\_\_  
Grant Date: \_\_\_\_\_  
Number of Contingent Option Shares: \_\_\_\_\_  
Exercise Price Per Share: \$ \_\_\_\_\_

CONTINGENT STOCK OPTION AGREEMENT

THIS AGREEMENT, dated as of the grant date set forth above (the "Grant Date"), is made by and between Rockwell Medical, Inc., a Michigan corporation (the "Company"), and the individual set forth above, who is a director of the Company (the "Optionee"). Any capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Company's 2018 Long Term Incentive Plan (the "Plan").

WHEREAS, the Plan was approved and adopted by the Company's Board of Directors (the "Board") on January 29, 2018, subject to the approval of the Plan by the Company's shareholders at the Company's 2018 annual shareholders meeting ("Annual Meeting");

WHEREAS, contingent upon the approval of the Plan by the Company's shareholders at the Annual Meeting, the Company wishes to afford the Optionee the opportunity to purchase shares of its common stock (the "Common Stock") pursuant to the terms and conditions of this Agreement and the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Committee and the Board have determined that it would be in the best interest of the Company and its shareholders to grant this Option provided for herein to the Optionee as an incentive for increased efforts during his or her term as a director of the Company, have approved the grant of this Option on the Grant Date and have advised the Company thereof and instructed the undersigned officer to issue said Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I  
OPTION GRANT

1.1. Grant of Options. For good and valuable consideration, on and as of the date hereof, the Company grants to the Optionee a Nonqualified Stock Option to purchase the number of shares of Common Stock set forth above upon the terms and conditions set forth in this Agreement (this "Option").

1.2. Contingency of Options. The granting of this Option hereunder is expressly contingent upon the approval of the Plan by the Company's shareholders at the Annual Meeting. If the Company's shareholders do not approve the Plan at the Annual Meeting, this Option granted hereunder shall not be exercisable and shall be null and void.

1.3. Exercise Price. Subject to Section 2.1, the exercise price of the shares of Common Stock covered by this Option shall be the price per share set forth above without commission or other charge (which is the Fair Market Value per share of the Common Stock on the Grant Date).



ARTICLE II  
ADJUSTMENTS

2.1. Adjustments to Option. In the event of a merger, reorganization, consolidation, recapitalization, dividend or distribution (whether in cash, shares or other property), stock split, reverse stock split, spin-off or similar transaction or other change in corporate structure affecting the Common Stock or the value thereof, such adjustments and other substitutions shall be made to this Option as the Committee, in its sole discretion, deems equitable or appropriate, including adjustments in the number, class, kind and exercise price of securities subject to this Option (including, if the Committee deems appropriate, the substitution of similar options to purchase the shares of another company, as the Committee may determine to be appropriate in its sole discretion).

ARTICLE III  
PERIOD OF EXERCISABILITY

3.1. Exercisability of Option.

(a) This Option shall vest and become exercisable as to 100% of the shares of Common Stock subject to this Option on the first anniversary of the Grant Date (the "Vesting Date") so long as the Optionee is then continuing to serve as a director through such date. If the Optionee's service as a director terminates prior to the Vesting Date, then this Option shall terminate and shall not be exercisable. If the Optionee's service as a director terminates after the Vesting Date for any reason, then this Option shall continue to be exercisable until the expiration date of this Option. Notwithstanding the foregoing, if the Optionee's service as a director terminates after the Grant Date and prior to the Vesting Date, the Committee shall have the discretion to vest all or any portion of this Option and all or any such portion so vested of this Option shall continue to be exercisable until the expiration date of this Option.

(b) Notwithstanding (a), this Option shall become immediately vested and exercisable as to 100% of the shares of Common Stock subject to such Option if the Optionee ceases to be a director due to Optionee's death or Disability prior to the Vesting Date.

3.2. Change in Control. Upon a Change in Control, this Option shall be treated in accordance with the terms of Section 10.2 of the Plan.

3.3. Expiration Date. This Option shall expire, and shall be unexercisable after, the tenth anniversary of the Grant Date.

ARTICLE IV  
EXERCISE OF OPTION

4.1. Person Eligible to Exercise. During the lifetime of the Optionee, only the Optionee may exercise this Option or any portion thereof. After the death of the Optionee, any exercisable portion of this Option may, prior to the time when this Option becomes unexercisable under Section 3.3, be exercised by his or her personal representative or by any person empowered to do so under the Optionee's will or under the then applicable laws of descent and distribution.

4.2. Partial Exercise. Any exercisable portion of this Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when this Option becomes unexercisable under Section 3.3 of this Agreement; provided, however, that any partial exercise shall be for whole shares of Common Stock only.

4.3. Manner of Exercise. The exercise price for shares of Common Stock to be acquired upon exercise of this Option shall be paid in full in any manner permitted by the Plan.

4.4. Conditions to Issuance of Stock. The Company shall not be required to issue or deliver any stock purchased upon the exercise of this Option or portion thereof prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency or Stock Exchange which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable; and

(b) The receipt by the Company of such assurance of compliance with federal and state securities laws as it may deem necessary or advisable.

4.5. Rights as Shareholder. Optionee shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any shares purchasable upon the exercise of this Option or any portion thereof unless and until a certificate or certificates representing such shares shall have been issued by the Company to the Optionee or a book entry representing such shares has been made and such shares have been deposited with the appropriate registered book-entry custodian. The Company shall not be liable to the Optionee for damages relating to any delay in issuing shares or a stock certificate to Optionee, any loss of a certificate, or any mistakes or errors in the issuance of shares or a certificate to Optionee.

4.6. Withholding. To the extent applicable, the Company shall have the right to withhold from Optionee's compensation or to require Optionee to remit sufficient funds to satisfy applicable withholding tax obligations upon the exercise of this Option. Subject to the limitations in Section 11.5 of the Plan, Optionee may, in order to fulfill the withholding obligation, make payment to the Company in any manner permitted under Section 11.5 of the Plan. The Company shall not withhold from the exercise of this Option more shares than are necessary to meet the established tax withholding requirements of federal, state and local obligations and pay the exercise price of this Option. The Company shall be authorized to take any such action as may be necessary, in the opinion of the Company's counsel, to satisfy the Company's obligations for payment of such taxes.

#### ARTICLE V MISCELLANEOUS

5.1. Option Not Transferable. Neither this Option nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Optionee or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal

or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 5.1 shall not prevent transfers by will or by the applicable laws of descent and distribution, or transfers to which the Committee has given prior written consent subject to the conditions set forth in Section 11.3(a) of the Plan.

5.2. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Optionee shall be addressed to him or her at the address stated in the Company's records. By a notice given pursuant to this Section 5.2, either party may hereafter designate a different address for notices to be given to the party. Any notice, which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 5.2. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or when delivered personally to the Secretary or Optionee.

5.3. Amendment. Subject to Section 2.1 of this Agreement and the terms of the Plan, this Agreement may be amended only by a writing executed by the parties hereto if such amendment would adversely affect Optionee. Any such amendment shall specifically state that it is amending this Agreement.

5.4. Governing Law. The laws of the State of Michigan shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.5. Plan Terms Control. In the event of any conflict between the Plan and this Agreement, the terms of the Plan shall control, it being understood that variations in this Agreement from terms set forth in the Plan shall not be considered to be in conflict if the Plan permits such variations.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Grant Date.

ROCKWELL MEDICAL, INC.

By: \_\_\_\_\_

Name:

Title:

OPTIONEE:

\_\_\_\_\_  
[Name]