

**BOARD OF TRUSTEES  
ANNUAL ORGANIZATIONAL MEETING  
February 26, 2020 – 11:30 a.m.  
C200/ZOOM**

**ORDER OF BUSINESS**

**A. CALL TO ORDER (Joel M)**

**B. ROLL CALL (Megan B)**

Sandra Barber  
John Bridenbaugh  
Sue Derck  
Jeffrey Erb  
Ron Ernsberger  
Laura Howell  
Lisa McClure (Vice Chair)  
Joel Miller (Chair)  
Scott Mull (Second Vice Chair)

**C. MISSION STATEMENT (Volunteer)**

**D. AUDIENCE PARTICIPATION**

**E. CHIEF EXECUTIVE OFFICER REPORT (Michael T)**

- President (Michael T)
- Vice President – Executive (Todd H)
- Vice President – Academics (Dan B)
- Vice President – Enrollment Management & Student Affairs (Lana S)
- Vice President – Chief Fiscal & Administrative Officer (Jenny T)
- Vice President – Workforce (Jim D)
- Vice President – Human Resources & Leadership Development (Katy M)

**F. BOARD DISCUSSION ITEMS (Joel M & Michael T)**

- Board Budget Committee Report
- OACC Governing Board Report
- OACC Webinar Series
- ACCT National Legislative Summit Report
- HLC Accreditation Update (Todd H)
- Policy and Procedure Updates:
  - Telecommuting (Todd H)
  - Emeritus Procedure Change (Michael T)

*NSCC Mission Statement: To serve by providing access to excellent and affordable education, training, and services that will improve the lives of individuals and strengthen communities.*

**G. CHIEF FISCAL OFFICER REPORT (Jenny T)**

- Financial Report as of December 31, 2020 (consent item)

**H. CONSENT AGENDA (Megan B)**

1. Consent Agenda Items
  - a. Minutes of the December 11, 2020 Meeting
  - b. Minutes of the January 15, 2021 Special Meeting
  - c. Resignation
  - d. Employ Full-Time Faculty – Agricultural Studies
  - e. Employ Full-Time Technician – Maintenance
  - f. Employ Full-Time Program Manager – JFS Workforce Opportunities
  - g. Promotion – Dean – Learner Services
  - h. Promotion – Director – TRIO-SSS
  - i. Promotion – Director – Workforce Development & Innovative Learning Programs
  - j. Miscellaneous Employment Contracts
  - k. Acceptance of Gifts to the College
  - l. Approval of 2021-2022 Student Fees
  - m. Graduation Policy

**I. PROPOSED RESOLUTIONS (Megan B)**

1. Energy Infrastructure Upgrade
2. Appointment of Delegate and Alternate Trustee to serve on OACC Governing Board
3. Establish Meeting Dates and Times

**J. NOMINATION/ELECTION (Joel M)**

1. Chair
2. Vice Chair
3. Second Vice Chair

**K. OTHER BUSINESS (Michael T)**

1. Upcoming Board Activities
  - a. OACC Trustee Webinar – March 3
  - b. Board Retreat – March 5
  - c. OACC Trustee Webinar – April 7
  - d. Scholarship Reception – April 15
  - e. Board Meeting – April TBD
  - f. OACC Trustee Webinar – May 5
  - g. Spring Commencement/50<sup>th</sup> Celebration – May 14-15
  - h. Foundation Green Carpet Event – May 20
  - i. OACC Governing Board – June 17

**L. ADJOURNMENT (Joel M)**

*NSCC Mission Statement: To serve by providing access to excellent and affordable education, training, and services that will improve the lives of individuals and strengthen communities.*

The Board of Trustees of Northwest State Community College (NSCC) held a special meeting on Friday, January 15, 2021 at 11:30 a.m. Board members had the option to attend in person or remotely.

Joel Miller, Chair of the Board, stated that “the record should show that notice of this meeting has been given in accordance with the Ohio Revised Code, Section 121.22(F).”

### **MEMBERS PRESENT**

**21-01**

Members present: Sandy Barber, John Bridenbaugh, Sue Derck, Jeff Erb, Ron Ernsberger, Laura Howell, Lisa McClure and Joel Miller.

### **NSCC MISSION STATEMENT**

Chair Miller read the college’s mission statement: To serve by providing access to excellent and affordable education, training, and services that will improve the lives of individuals and strengthen communities. This statement guides the board, administration, faculty and staff in all decisions of the College.

### **CHIEF EXECUTIVE OFFICER REPORT**

Executive Vice President Hernandez provided an enrollment update on the spring semester. As of January 12, the College is down 2.5% in enrollment compared to spring 2020. The Higher Learning Commission site visit will occur February 22-23. CFO Thome provided unaudited financials through January 11, 2021. President Thomson provided updates from the federal and state levels including an update on FAFSA reform, CARES 2 and SSI funding.

### **EXECUTIVE SESSION**

**21-02**

Mr. Bridenbaugh moved and Ms. Howell seconded a motion to go into executive session to consider the employment and compensation of a public employee and to consider the purchase of property for public purpose.

ROLL CALL: Aye; Barber, Bridenbaugh, Derck, Erb, Ernsberger, Howell, McClure and Miller. Nay; None. Thereupon the Chair declared the motion approved.

Following executive session, the meeting moved back to regular session and on record. No action was taken.

### **ADDENDUM TO CURRENT PRESIDENTIAL CONTRACT APPROVED**

**21-03**

Ms. McClure moved and Ms. Barber seconded the following motion:

WHEREAS, the current contract for President Thomson is effective through December 31, 2021; and

WHEREAS, President Michael Thomson has communicated his intent to complete his contract effective March 31, 2021; and

WHEREAS, an addendum will be added to the current contract to amend the contract employment dates; and

WHEREAS President Thomson's will be available through a private consulting firm on an as needed basis to facilitate a smooth and orderly Presidential transition from April 1, 2021 through June 30, 2021

NOW, THEREFORE BE IT RESOLVED, that the addendum to the current Presidential contract be accepted.

### **CONTRACT ADDENDUM:**

This Professional Employment Contract Addendum (herein "Agreement") is made by and between the Board of Trustees of Northwest State Community College (herein the "Board of Trustees") and Dr. Michael Thomson (herein "Thomson") (each a "Party" and collectively "Parties").

WHEREAS, the Board of Trustees has the power pursuant to Ohio Revised Code ("R.C.") Chapter 3358, to appoint a President of Northwest State Community College (herein the "College"); and

WHEREAS, Thomson is currently under a contract (signed January 18, 2019 and herein called "Current Contract"; Appendix A) to serve as President of the College, that expires on December 30, 2021; and

WHEREAS, the Board of Trustees has decided on an orderly and smooth transition of the NSCC presidency;

NOW, THEREFORE, in consideration of these representations, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

#### **1. CONTRACT-IN-FORCE**

The current contractual agreement (Appendix A, current contract) remains in force unless otherwise stipulated in this updated agreement.

#### **2. DURATION OF AGREEMENT / TERMINATION OF AGREEMENT OF PARTIES**

President Thomson will continue serving as NSCC President through midnight on March 31, 2021, instead of the duration of agreement noted in the current agreement (December 31, 2021). This updated agreement represents a termination by mutual agreement as stated in the current agreement, section 17. As such, Thomson will no longer be an employee of the College as of April 1, 2021.

### 3. BENEFITS CHANGES

- a. On January 1, 2021, Thomson will receive 1.25 weeks (60 hours) of vacation instead of the 5 weeks (200 hours) stipulated in the current contract Section 6d, in lieu of the shortening of the contract.
- b. As long as COVID pandemic health restrictions are still applicable, President Thomson continues to waive the automobile benefit stated in current contract section 6j. Dr. Thomson qualifies for travel reimbursement under the current college guidelines.

### 4. RESIDENCY REQUIREMENT

The current contract's residency requirement (Section 9) expires as of the signing of this agreement.

### 5. ANNUAL REVIEW

- a. In light of this contract expiring in March, 2021, section 14 Annual Review is waived.
- b. In light of Thomson's performance accomplishments over the life of his tenure as NSCC President, the successful execution of additional duties brought on by the COVID pandemic, and the preparation of the organization for an orderly and smooth leadership change, Thomson will receive a \$20,000 contribution towards his deferred compensation activities executed by April 30, 2021.

### 6. CONTRACT PAYOUT

- a. Thomson will be eligible for a contract payout per Chapter 3358:17-11 Employee Benefits including full compensation for any unused vacation time and 25% of unused sick time (up to 240 hours).
- b. Thomson may direct portions of that contract payout towards his federal or state taxes, his deferred compensation, an HSA contribution or a pre-payment of COBRA benefits.

### 7. ORDERLY AND SMOOTH TRANSITION PROCESS

- a. In recognition that the organization desires an orderly and smooth transition of the NSCC President and leadership team, Thomson will make himself available to the college through a third-party consulting agreement from the period of April 1, 2021 through June 30, 2021. Extensions of that agreement can be made by mutual consent.
- b. In terms of reporting structure and duties, starting April 1, 2021 Thomson will report to and perform duties as needed and assigned by the NSCC President.

The NSCC President also will authorize the number of hours Thomson's services are required.

- c. As part of this consulting service, Thomson is available for both in-person and remote work at the fee of \$200 per hour. Should Thomson's services be needed more than 25 hours in any given week, the fee for work above 25 hours is \$300 per hour. That fee includes the consulting company bearing the costs of compensation, benefits, technology, insurance and travel.
- d. In terms of required on-site work, the College will provide office space for occasional work, as well as a parking pass, identification card for appropriate access to needed work areas, and digital access to required work materials. Thomson can use College prescribed technology should the College so desire.
- e. In terms of schedule, on-site will not be more than three days in any work week. The College will strive to use consecutive days if more than one day in any work week is required on site.

IN WITNESS WHEREOF, this Agreement has been executed on the dates set forth below by Thomson and by the Chair of the Board of Trustees.

By: \_\_\_\_\_  
Joel Miller, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Thomson, President

Date: \_\_\_\_\_

**Certification of Funds:**

This signature certifies the amount required to meet the obligation in which this Agreement is made has been lawfully appropriated for such purpose, and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: \_\_\_\_\_  
Jennifer Thome, CFO

Date: \_\_\_\_\_

ROLL CALL: Aye; Barber, Bridenbaugh, Derck, Erb, Ernsberger, Howell, McClure and Miller. Nay; None. Thereupon the Chair declared the motion approved.

**EMPLOYMENT OF THE NEW PRESIDENT OF NORTHWEST STATE  
COMMUNITY COLLEGE APPROVED**

**21-04**

Ms. Derck moved and Ms. Howell seconded the following motion:

WHEREAS, Dr. Michael Thomson is completing his contract effective March 31, 2021;  
and

WHEREAS, the Board of Trustees has decided to implement a transition model for  
installation of the next President; and

WHEREAS, Mr. Todd Hernandez currently serves as Executive Vice President for the  
College; and

WHEREAS, the Board of Trustees has interviewed Mr. Hernandez and has received the  
recommendation of the Board to be employed as President

NOW, THEREFORE BE IT RESOLVED, that Mr. Todd Hernandez be employed as the  
eighth president of Northwest State Community College effective April 1, 2021 through  
June 30, 2024 at an annual salary of \$185,000.

**CONTRACT:**

This Professional Employment Contract (herein "Agreement") is made by  
and between the Board of Trustees of Northwest State Community College  
(herein the "Board of Trustees") and Todd Hernandez (herein "Hernandez")  
(each a "Party" and collectively "Parties").

WHEREAS, the Board of Trustees has the power pursuant to Ohio Revised  
Code ("R.C.") Chapter 3358, to appoint a President of Northwest State  
Community College (herein the "College"); and

WHEREAS, the Board of Trustees has determined that the background  
and experience of Hernandez indicate that he has the ability to serve the  
College as its President; and

WHEREAS, the Board of Trustees has selected Hernandez to serve as  
President of the College and Hernandez agrees to serve as President of the  
College;

NOW, THEREFORE, in consideration of these representations, for good  
and valuable consideration, the receipt and sufficiency of which is  
hereby acknowledged, the Parties hereby mutually agree as follows:

1. **EMPLOYMENT**

The Board of Trustees hereby contracts with Hernandez to be employed in the position of President of the College.

2. DURATION OF AGREEMENT

Hernandez agrees to serve starting April 1, 2021, through midnight on June 30, 2024, (the "Term") as President of the College, unless earlier terminated as set forth herein.

3. DUTIES

Hernandez shall serve as the chief executive officer of the College. Hernandez shall perform those services and duties that are incident to the office of the President of a state community college in Ohio including but not limited to:

- a. provide leadership for academic excellence;
- b. administer the instruction, student services, and business affairs of the College;
- c. periodically direct the review of the Board of Trustees policies;
- d. promote and endeavor to maintain a positive College image in the community;
- e. establish and maintain sound working relations with other governmental agencies;
- f. endeavor to maintain and improve professional competence;
- g. serve as the Board of Trustees' designated representative with respect to all employer- employee matters;
- h. annually evaluate administrative employees reporting directly to Hernandez and participate in the evaluation of the remaining employees in accordance with College procedures;
- i. manage and control College property in accordance with College policies;
- j. enter into contracts on behalf of the College as authorized by the Board of Trustees; and
- k. perform such other duties commensurate with his position that he may from time to time be assigned by the Board of Trustees.

Hernandez shall perform his duties subject to the direction of the Board of



Trustees and shall carry out and comply with the Ohio Revised Code, the College's by-laws, and all other policies, rules and regulations of the College currently existing and hereafter amended. The executive authority rests with the Board of Trustees. Hernandez, as President, shall take no action contrary to that ordered by the Board of Trustees or in contradiction of the policies as established by the Board of Trustees.

4. OUTSIDE PROFESSIONAL ACTIVITIES

Hernandez may undertake outside professional activities, including consulting, speaking, and writing, provided (1) such activities do not interfere with his performance of his obligations or interfere with time, attention, or effort necessary to carry out his duties and responsibilities as President and (2) are not in conflict or potential conflict with his duties as President. Hernandez shall issue a quarterly report to the Board listing any/all consultancies. The President is encouraged to serve on boards of private, publicly held, or nonprofit corporations, subject to the College's conflict of interest policy and procedures. The President's outside professional activities shall reflect the values of the College and shall not be inconsistent with the mission of the College.

5. COMPENSATION

Hernandez's annual base salary as President of the College for the Term of this Agreement shall start at \$185,000, less all customary withholdings and taxes, paid in twenty-four (24) equal installments and shall be prorated for any partial fiscal year during said Term. Hernandez's performance as President and compensation will be reviewed by the College prior to the end of each fiscal year during the Term of this Agreement and any successor agreement thereto. Hernandez may receive an adjustment to this compensation, which must be approved by action of the Board of Trustees and will be effective at the beginning of the subsequent fiscal year or as otherwise approved by the Board of Trustees.

6. BENEFITS

The benefits for the position of President of the College for the Term of this Agreement are as follows:

a. Cost of living: A cost of living wage increase up to the average percentage pay increase for all graded employees of the college may be added to the base pay (\$185,000 as of April 1, 2021 as stated in Section 5), each fiscal year (beginning on July 1) of the Agreement, as follows:

- April 1, 2021 – June 30, 2022: \$185,000
- July 1, 2022 – June 30, 2023: Base + approved % pay increase

- July 2, 2023 – June 30, 2024: Base + approved % pay increase
- b. Medical, Dental, and Vision Coverage: Hernandez will receive medical, dental, and vision coverage as provided through the insurance company serving the College and as set forth in the current Summary Plan Description for College available in the Office of Human Resources and in accordance with the medical, dental and vision plan options and funding arrangements afforded graded employees of the College.
- c. Term Life: Hernandez will receive life insurance coverage as provided through the insurance company serving the College and as set forth in the current Summary Plan Description for College and in accordance with the college's life insurance policy for graded employees.
- d. Vacation: In recognition of Hernandez's previous service at Ohio public institutions and professional experience, Hernandez will accrue vacation leave monthly at a rate of 5 weeks (200 hours) per year during the Term. Hernandez will be compensated for 2 weeks (80 hours) vacation leave as of March 31, 2021 in a one-time payout at his then-current salary rate; Hernandez will retain any remaining unused vacation as of March 31, 2021.

Hernandez may carry-over unused vacation leave from year-to-year in accordance with established College policy for graded personnel (Policy 3358: 14-3-07; Procedure 3-07(E)). Upon the conclusion or termination of this Agreement, Hernandez will be compensated for unused vacation leave in a one-time payout at his then-current salary rate in accordance with College policy and procedures.

- e. Sick Leave: Hernandez will roll over sick leave accrued under previous Ohio public employment. Hernandez's use of and accrual of sick leave and any payout benefits he is eligible for will be in accordance with the Policy 3358:14-3-09, Leaves of Absence other than FMLA, Procedure 3-09 (8).
- f. Retirement: Per R.C. Chapter 3309, Hernandez is part of the State Employees Retirement System (SERS). The College shall contribute fifty percent (50%) of Hernandez's employee-share for SERS contribution, to the extent it is permitted by applicable law.
- g. Deferred Compensation: As a state employee, Hernandez has the right to contribute towards a state approved deferred compensation plan, including "catch up" provisions. Currently, Hernandez pays 100% of the

contribution towards an Ohio 457 Plan.

- h. Holidays: Hernandez will receive holiday leave consistent with those holidays received by graded employees of the College.
- i. Personal Days: Hernandez will receive three (3) personal days consistent with those received by graded employees of the College for each year of this Agreement for personal activities. The initial three days are available at the signing of this Agreement. Accrued but unused personal days are converted to sick leave at the start of each fiscal year (July 1) in accordance with Policy 3358:14-3-09, Leaves of Absence other than FMLA, Procedure 3-09 (B).
- j. Automobile: In recognition of Hernandez's extensive community engagement work and in lieu of the College providing Hernandez an automobile, the College shall pay a monthly amount of \$800 ("Vehicle Stipend") to Hernandez. The Vehicle Stipend covers all incidentals such as normal wear and tear, fuel, and other ordinary costs and expenses associated with vehicle travel within the regular service area of the College. The Vehicle Stipend is conditioned upon Hernandez maintaining and showing proof of liability automobile insurance subject to state limits and current college travel policy at all times for the duration of this Agreement.
- k. Digital Support: In recognition of the College's need to provide Hernandez and the Board of Trustees / employees timely communications, Hernandez will receive a minimum of eighty dollars (\$80.00), or the maximum allowed by the College's wireless communication policy per month allowance, whichever is greater, for mobile digital communications (e.g. cellular and other digital connected devices). In addition, the College shall provide and maintain a College-owned digital device to facilitate College work, at the College, at home, and remote places. Also, to protect the confidentiality of data on devices that Hernandez uses for College business, the College shall provide and pay for a private network device. Hernandez will receive a one hundred dollar (\$100) per month allowance for home office technology (internet, printer/scanner, hand-held personal device, etc.). It is the College's expectation that such allowances permit reasonable digital access to Hernandez at all times except during scheduled vacation periods, unless in the event of an emergency or as directed by the Board of Trustees.
- l. Modification: Nothing in Section 6 shall be construed as limiting the ability of the College to terminate, discontinue, or modify any plan, benefit, or program for other College employees.

7. SUPPORTING COMMUNITY COLLEGE LEADERSHIP DEVELOPMENT

In recognition of Hernandez's previous professional development as a community college leader, Hernandez is permitted to devote up to three (3) days of College work annually to support professional development through recognized professional development organizations. Examples of recognized professional development organizations include the American Council for Education (ACE) and the American Association of Community Colleges (AACCC).

8. EXPENSES

Hernandez's expenses for reasonable travel and other activity or actions on behalf of the College shall be paid or reimbursed in accordance with College policies, upon presentation of supporting documentation to the Chair of the Board of Trustees or designee. Expenses reimbursable under this provision exclude any expenses covered pursuant to the Vehicle Stipend in Sec. 6j).

9. RESIDENCY REQUIREMENT

Hernandez agrees to reside in the College's current (or future) designated service area during the Term of this Agreement.

10. TAX LIABILITY

Hernandez shall be responsible for any income tax liability incurred as a result of this Agreement.

11. CONFIDENTIALITY

Hernandez acknowledges that, in the course of the performance of this Agreement, he may learn certain confidential and proprietary information about the College's business ("Confidential Information"). Hernandez agrees he will keep all such information strictly confidential and that he will not use it for any purpose other than to perform his obligations hereunder. Hernandez will not, without the prior written consent of the Board of Trustees, communicate or divulge any such Confidential Information to anyone other than the College or those designated by it, unless the communication of such Confidential Information is required pursuant to a compulsory proceeding in which Hernandez's failure to provide such Confidential Information would subject Hernandez to criminal or civil sanctions and then only if Hernandez provides advance written notice to the Board of Trustees of such disclosure. The restrictions imposed on the release of Confidential Information described in this provision may be enforced by the College, and/or any successor thereto, by an action to recover payments made under this Agreement, an action for injunction, an action for damages, or any other remedy permitted by law. This provision constitutes an essential element of this Agreement,

without which the Board of Trustees would not have entered into this Agreement. This provision shall survive termination of this Agreement indefinitely.

12. INTELLECTUAL PROPERTY.

Hernandez agrees to assign to the College all intellectual property developed or conceived by Hernandez, or jointly with others, during Hernandez's employment with the College, which are within the scope of either the College's business or an affiliate's business, or which utilize College materials, information, or property and further agrees not to assign the same in whole or in part to any third parties. Hernandez understands and agrees that R.C.3345.14 is applicable to him. For purposes of this Agreement, "intellectual property" means inventions, discoveries, business or technical innovations, creative or professional work product, or works of authorship. Hernandez agrees to execute all necessary papers and otherwise to assist the College to obtain patents, copyrights or other legal protection as the College deems fit. Any such property is to be the property of the College whether or not patented, copyrighted or published.

13. TENURE

Hernandez waives any right to tenure at the College by virtue of entering into this Agreement and any terms and conditions hereto.

14. ANNUAL REVIEW

In order to ensure ongoing communication between Hernandez and the Board of Trustees concerning Hernandez's objectives and job responsibilities, as well as achieve a mutual understanding between the Parties concerning the accomplishments of such objectives and responsibilities, there shall be an annual review of Hernandez's performance, which shall include a meeting with Hernandez and the Board of Trustees for the purpose of reviewing such objectives and responsibilities. Such annual reviews may include, but are not limited to, prioritizing job objectives and establishing timetables and resources for completion of such objectives.

The Board of Trustees shall establish a schedule and evaluation instrument for the review of Hernandez and shall allow sufficient time to prepare an outline of accomplishments and progress made toward attaining the performance objectives and satisfying the duties and responsibilities of the office of President.

Upon consideration of Hernandez's annual review, dependent upon his performance and to incentivize future performance, the following

guidelines will be used as possible outcomes:

- a. Hernandez's performance has not met or minimally met contractual duties and will receive no pay increase to his base salary as stated in Section 6(a);
- b. Hernandez has met contractual duties at a satisfactory performance level and will receive a percentage pay increase to his base salary as stated in Section 6(g). The amount of the pay increase will be determined by the Board of Trustees.

**15. FISCAL SUFFICIENCY**

This Agreement, including the payment of salary and other benefits, is subject to the sufficiency of legislative salary appropriations and the receipt of sufficient funds to enable performance hereof by the College.

**16. TERMINATION OF AGREEMENT BY THE BOARD OF TRUSTEES**

The Board of Trustees may terminate this Agreement and discharge Hernandez for cause at any time for misconduct, substantial failure to perform the duties of President of the College, or for conduct unbecoming the President of the College. Remuneration and benefits for Hernandez shall cease upon the effective date of said termination or discharge. The Board of Trustees may also terminate this Agreement under the following events and conditions:

- a. For Disability. In the event of disability of Hernandez before the expiration of the Term of this Agreement. For the purposes of this Subparagraph 16.a., disability shall be defined as occurring when all of the following conditions are met:
  - i. Hernandez shall become physically or mentally incapable (excluding infrequent and temporary absences due to ordinary illness) of properly performing the services required of him in accordance with his obligations hereunder. Hernandez agrees that the College may select any physician, in addition to his own, to examine Hernandez with regard to disability, and Hernandez hereby waives any doctor-patient privilege and/or confidence in order to permit the disclosure of the results of such examination(s) to the Board of Trustees;
  - ii. Either Hernandez or the Board of Trustees shall have given the other Party thirty (30) days written notice of his or its intention to terminate the active employment of Hernandez as President because of such disability and the decision of either to terminate shall be final. Remuneration and benefits for Hernandez shall

cease upon the effective date of said termination due to disability.

- b. For Death. This Agreement will terminate along with Hernandez's employment, remuneration, and benefits upon Hernandez's death.
  
- c. "For Cause". For purposes of the Agreement, "For Cause" means:
  - i. the commission of a felony or any other unlawful act against the best Interests of the College;
  
  - ii. the commission of an intentional or unlawful act which a reasonable person would consider to be materially damaging to the College, its financial well-being, its reputation, or otherwise;
  
  - iii. knowing and uncured violations of Board policies or procedures;
  
  - iv. knowing violations of Ohio law which a reasonable person would consider to be material damaging to the College, its financial well-being, its reputation, or otherwise;
  
  - v. dereliction of duty or refusal to follow Board directions; or
  
  - vi. a material and uncured breach of or failure to perform, the material terms and conditions contained in this Agreement.

Hernandez acknowledges that if this Agreement terminates pursuant to any of the subsections above, said termination will be automatic, without further liability of College under the Agreement.

- d. "Without Cause" pursuant to the following conditions:

Should the Board terminate Hernandez without cause at any time during the duration of this Agreement, he shall receive a lump sum severance payment equal to three (3) months of his annual salary stated in Paragraph 6(a) and insurance benefits that would be payable under Paragraph 6(b) for a term of three (3) months. If Hernandez is terminated "Without Cause", compensation and benefits shall remain as described here In Paragraph 16(d), but all other obligations under this Agreement will be terminated

immediately.

17. TERMINATION OF AGREEMENT BY HERNANDEZ.

Hernandez may terminate this Agreement for any reason upon providing the Board of Trustees one hundred eighty (180) days advance written notice; and Hernandez may terminate this Agreement upon his retirement from the field of higher education. Remuneration and benefits for Hernandez shall cease upon the effective date of said termination.

18. TERMINATION BY AGREEMENT OF PARTIES.

This Agreement may be terminated at any time by written mutual agreement of the Parties. Remuneration and benefits for Hernandez shall cease upon the effective date of said termination.

19. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement contains the entire agreement between the Parties and supersedes all prior communications, contracts, or agreements between the Parties with respect to the subject matter addressed in this Agreement, whether oral or written and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement may be amended, changed, and/or supplemented provided, however, that any and all such amendments, changes and/or supplements shall be in writing and executed by both Parties hereto.

20. APPLICABLE LAW AND FORUM.

The laws of the state of Ohio shall govern the terms and conditions of this Agreement, including any questions, which may arise relating to the validity, interpretation, performance and/or enforcement of this Agreement, and each of its provisions. Hernandez consents to jurisdiction for any and all causes of action arising from the creation or performance of this Agreement in a court of proper jurisdiction in the State of Ohio.

21. SEVERABILITY.

Nothing contained in this Agreement is intended to contradict any laws of the State of Ohio. In the event that any provision of this Agreement is or shall be determined to be contrary to Ohio law, such provision shall be deemed invalid and of no force and effect. The remainder of this Agreement shall remain in full force and effect.

22. FISCAL WATCH.

In the event of the appointment of a conservator pursuant to R.C. 3345.74,





28. AUTHORITY

The College acknowledges that this Agreement is executed by the College through the authority of the Board of Trustees and by the signatures of the Chair of the Board of Trustees, and by the signature of Hernandez on his own behalf.

29. ENFORCEABILITY

This Agreement may be signed in counterparts. True and accurate photocopies of this Agreement shall be enforceable.

*[Signature page to follow.]*

IN WITNESS WHEREOF, this Agreement has been executed on the dates set forth below by Hernandez and by the Chair of the Board of Trustees.

By: \_\_\_\_\_  
Joel Miller - Board of Trustees Chair Date \_\_\_\_\_

By: \_\_\_\_\_  
Todd Hernandez Date \_\_\_\_\_

**Certification of Funds:**

This signature certifies the amount required to meet the obligation in which this Agreement is made has been lawfully appropriated for such purpose, and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Date: \_\_\_\_\_

\_\_\_\_\_  
CFO/Treasurer of the College

ROLL CALL: Aye; Barber, Bridenbaugh, Derck, Erb, Ernsberger, Howell, McClure and Miller. Nay; None. Thereupon the Chair declared the motion approved.

**LEASE OF PROPERTY APPROVED**

**21-05**

Mr. Bridenbaugh moved and Ms. Derck seconded the following motion:

WHEREAS, it is the desire of Northwest State Community College to increase its presence and accessibility in the outlying parts of its service area of Van Wert and Paulding counties; and

WHEREAS, the Vice President for Workforce Development has identified a property in Van Wert that is available for lease; and

WHEREAS, this location will allow the College to offer classes and training to the

families of Van Wert, Paulding and its surrounding areas and continue to fulfill its mission to serve by providing access to excellent and affordable education, training and services that will improve the lives of individuals and strengthen communities; and

WHEREAS, the President and the Executive Vice President recommend

NOW, THEREFORE BE IT RESOLVED, that the leasing of property in Van Wert be approved.

ROLL CALL: Aye; Barber, Bridenbaugh, Derck, Erb, Ernsberger, Howell, McClure and Miller. Nay; None. Thereupon the Chair declared the motion approved.

### **ADJOURNMENT**

With no further business to be brought before the Board, the meeting was declared adjourned.