

**SHAWNEE STATE UNIVERSITY
EXECUTIVE COMMITTEE OF THE BOARD OF TRUSTEES**

**Meeting Minutes
April 22, 2022**

Call to Order

Chairperson Furbee called the meeting to order at 8:40 a.m. noting the meeting was in compliance with RC § 121.22(F).

Roll Call

Members Present: Mr. Furbee, Mr. Edwards, and Mr. Evans with Mr. Watson joining via phone.

Members Absent: None

Other Board Members in Attendance: Ms. Hartop

Executive Session

Mr. Edwards moved to enter executive session to discuss the employment of a public official. Mr. Evans seconded the motion and following a unanimous roll call vote in accordance with Ohio Revised Code Section 121.22, the Board entered executive session at 8:41 a.m. Those in attendance for the executive session were Michael McPhillips, Eric Braun, David Furbee, Eddie Edwards, Scott Evans, Francesca Hartop with Joe Watson joining via phone. Dr. Bauer joined executive session at 8:56 a.m. Mr. Evans moved and Mr. Furbee seconded a motion to leave executive session and return to public meeting. The motion passed unanimously by roll call vote and the Board exited executive session at 9:01 a.m.

Resolution E01-22, Approval of Presidential Employment Agreement

Mr. Michael McPhillips, General Counsel, presented and modified per the Committee's direction a draft presidential employment agreement that continues the employment of Dr. Bauer in the role of President. Mr. Edwards moved and Mr. Evans seconded the motion to approve recommendation of Resolution E01-22. The motion was passed by unanimous roll call vote of all Executive Committee members present.

Adjournment

The Executive Committee was adjourned by acclamation at 9:13 a.m.



Chairperson, Board of Trustees



Secretary, Board of Trustees

RESOLUTION E01-22

PRESIDENTIAL EMPLOYMENT AGREEMENT

WHEREAS, pursuant to the existing Presidential Employment Agreement with Dr. Jeffrey Bauer, the Board and Dr. Bauer agreed to continue his employment as President for the period from July 1, 2022 through June 30, 2023; and

WHEREAS, the Board and Dr. Bauer wish to leave open the option for a renewal of the Presidential Employment Agreement for the 2023-2024 fiscal year; and

WHEREAS, the Chair and Dr. Bauer have mutually agreed to the terms and conditions for the continuation of the employment of Dr. Bauer as University President, as set forth in the attached Presidential Employment Agreement; and

WHEREAS, the Chair and Dr. Bauer wish to supersede the existing Presidential Employment Agreement with Dr. Bauer and have mutually agreed to the terms and conditions for the continuation of the employment of Dr. Bauer as University President, as set forth in the attached Presidential Employment Agreement; and

NOW, THEREFORE, IT IS RESOLVED that the Shawnee State University Board of Trustees approves the continued employment of Dr. Bauer in the role of President under the terms set forth in the Presidential Employment Agreement, which shall supersede the agreement executed on April 30, 2021, and directs the Board Chair to execute the agreement on behalf of the Board of Trustees.

(April 22, 2022)

Certified as True and Correct
April 26, 2022


Secretary, SSU Board of Trustees

SHAWNEE STATE UNIVERSITY
PRESIDENTIAL EMPLOYMENT AGREEMENT

This Presidential Employment Agreement (“Agreement”) is made by and between The Board of Trustees of Shawnee State University (the “Board”) and Jeffrey A. Bauer (the “President” or “Dr. Bauer”) and is effective July 1, 2022.

RECITALS

WHEREAS, the Board wishes to continue the employment of Dr. Bauer as President of Shawnee State University (“University”) and Dr. Bauer wishes to continue serving as President, subject to the terms of this Agreement and applicable law; and

WHEREAS, both the Board and Dr. Bauer desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the material terms of this Agreement have been duly approved by the Board at the regular meeting of the Board of Trustees held on April 22, 2022;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and conditions herein contained, the adequacy and sufficiency of which are hereby acknowledged, the Board and the President agree as follows:

1.0 Appointment as President.

- 1.1 The Board hereby agrees to continue the employment of Dr. Bauer as President of the University. As President, Dr. Bauer will serve as the chief executive officer of the University under the bylaws, policies and supervision of its Board and its primary officers (Chairperson and Vice-Chairperson). The President hereby accepts and agrees to such employment.
- 1.2 The President shall perform all duties required by law and this Agreement, and in accordance with Board directives, bylaws and policies, as adopted or amended. The President shall also perform those duties as are customarily performed by a University president including, but not limited to, the following:

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- 1.2.1 Providing institutional leadership;
- 1.2.2 Administering and developing board policies and procedures that advance the University's goals and mission;
- 1.2.3 Providing executive leadership and guidance for the academic affairs of the University;
- 1.2.4 Providing executive leadership in long-range strategic planning; budget formulation; and supervision of the University's buildings and grounds;
- 1.2.5 Engaging in public, governmental and alumni relations;
- 1.2.6 Fundraising and development;
- 1.2.7 Recruiting, retaining and graduating students;
- 1.2.8 Recruiting and retaining the most qualified faculty and staff;
- 1.2.9 Performing such other responsibilities commensurate with the position as President that may from time to time be assigned by the Board.

2.0 Best Efforts as President.

- 2.1 The President agrees to faithfully, industriously and with maximum use of his experience, ability and talent, devote full-time attention and energies to the duties as President of the University.
- 2.2 Such duties shall be principally rendered at the campus of the University in Portsmouth, Ohio, and at such other places as the Board or the President deem appropriate for the interest, needs, business or opportunity of the University.
- 2.3 The President shall not, without prior written permission from the Board Chairperson, render services of any professional nature for remuneration to or for any person or firm other than to the University. Nor may the President engage in any activity that may be competitive with or averse to the best interest of the University or otherwise engage in any activity or conduct in violation of Ohio's ethics laws applicable to public officers and public employees. The expenditure of reasonable amounts of time for charitable activities shall not be deemed a breach of this Agreement, provided that such activities do not interfere with the duties of President.

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3.0 Term of Appointment.

This appointment as President shall be for a period of one year, commencing on July 1, 2022 and terminating on June 30, 2023 (“Term”), subject to earlier termination and potential renewal.

4.0 Compensation.

For all services rendered by the President under the provisions of this Agreement during the period from July 1, 2022 through June 30, 2023, the University shall pay the President an annual base salary of Two Hundred Sixty-Nine Thousand Five Hundred Dollars (\$269,500.00).

All payments discussed in the preceding paragraph of this subsection shall be considered “Base Compensation.” Base Compensation shall be payable in twenty-six (26) equal payments through the fiscal year (July 1 - June 30), and shall be subject to all applicable deductions and tax withholdings. Deductions for the employee portion of the cost of the University-provided retirement, health, life insurance and similar employee benefit costs for University administrators shall be deducted from the President’s Base Compensation amount, and shall be subject to the plan cost adjustments applicable to all University administrators.

5.0 Physical Examination, Insurance, Retirement and Benefits.

5.1 As a condition of employment as President, and within ninety (90) days of the Effective Date of this Agreement, the President shall have a comprehensive physical examination by a licensed physician, mutually agreed upon by the parties. The University will assume the costs of the examination and all tests and procedures related to the examination. A certification of his fitness for duty shall be submitted to the Chairperson of the Board of Trustees.

5.2 The University shall provide the President with group medical, prescription, dental, vision, disability, and basic life insurance, in accordance with the University’s employer-provided plans applicable to full-time University

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administrative employees. The President may elect to participate in voluntary benefit plans on the same basis and on the same terms as are generally available to full-time University administrative employees.

- 5.3 The President shall be entitled to participate in the Ohio State Teachers Retirement System (“STRS”) pension plan or the Alternative Retirement Plan (“ARP”) as the President may elect and for which the President is eligible under the terms of STRS or ARP, on the same basis and on the same terms as are generally available to full time University academic administrative employees.
- 5.4 In addition to the above retirement provision, the University will provide and maintain for the benefit of the President a Supplemental Qualified Retirement Plan under Section 401(a) of the Internal Revenue Code (the “SQRP”). On or about July 1, 2022, the University shall contribute an annual amount to the SQRP up to the maximum permitted limits under the Code, provided that the aggregate annual contributions to the SQRP equal forty-five thousand dollars (\$45,000) (the “University Contribution”). Notwithstanding the foregoing, to the extent that the Code limits or prohibits the full amount of the University Contribution from being made to the SQRP, the University shall contribute such amounts as may be necessary to make the full annual University Contribution to a governmental excess benefit arrangement, as described in Section 415(m) of the Code.

6.0 Vacation.

- 6.1 The President shall be entitled to twenty-two (22) vacation days per fiscal year. Accumulation and payment for unused vacation days shall be governed by the same policies and procedures as are applicable to other full-time University administrative employees. Attendance at business and professional meetings and conferences shall not be construed as vacation time.
- 6.2 The President shall report use of vacation leave to the University’s Human Resources Director and such use is subject to review by the Chairperson of the Board.

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6.3 While vacation time is encouraged, the President shall not take vacation that interferes with properly discharging the duties of President under the terms of this Agreement.

7.0 Sick Leave.

7.1 For each year of employment, the President will accrue sick leave at a pro-rated amount each pay period for a maximum of 120 hours per year. Payment for unused sick days shall be governed by the same policies and procedures as are applicable to other full-time University administrative employees.

7.2 The President shall report use of sick leave to the University's Human Resources Director. Such use is subject to review by the Chairperson of the Board.

8.0 Housing Allowance.

The University will provide the President with a housing allowance in the gross amount of three thousand two hundred fifty dollars (\$3,250.00) per month. Such housing allowance shall be subject to all applicable deductions and tax withholdings.

9.0 Professional Dues and Meetings.

9.1 The University will provide and pay for the President's professional dues for appropriate national professional organizations and such other professional associations that would further the interests of the University. The University shall also pay for the reasonable expenses incurred by the President to attend or participate in educational conferences, conventions, courses, seminars and other similar professional growth activities.

9.2 The University shall pay the President's and spouse's reasonable travel expenses, accommodations, and other necessary and proper expenses when

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the presence of the President's spouse is reasonably appropriate or necessary to further the interests of the University. This provision shall be liberally construed to encourage the participation of the President's spouse.

10.0 Membership in Service Organizations.

The President will be provided with membership in at least one service organization, such as Rotary, that would further the interests of the University. The President will also have access to a club membership that would further the University's interest, which would either be in the name of the University's foundation or the University. The President will be responsible for any expenses not related to University business.

11.0 Faculty Appointment.

The President shall hold the rank of Professor of Geology. Dr. Bauer shall have the right to fall back to the position Professor of Geology if: a) he resigns the position of President while this Agreement is in effect; b) he is terminated as President without cause; or c) he is terminated as President for any reason other than the for-cause provisions in subsections 13.1.1; 13.1.4; or 13.1.5, below.

12.0 Working Facilities and Resources.

The President shall be furnished with a private office, secretarial assistance, an entertainment budget and other resources that are necessary and reasonable for the operation of the President's Office and the University's development objectives. Resources shall include other appropriate technology equipment and assistance to fulfill the duties as President. Such furnishings and equipment shall remain the property of the University.

13.0 Termination.

13.1 Termination by the Board for Cause. The Board may terminate the President's employment and this Agreement at any time for "Cause" without further liability under this Agreement, except for any earned but unpaid wages or vested benefits. "Cause" shall mean any of the following:

- 13.1.1 Any conduct of the President that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the University;
- 13.1.2 A material violation by the President of any law, policy, procedure, rule or by-law of the University, or local, state or federal law, which, in the reasonable judgment of the Board, reflects adversely upon the University;
- 13.1.3 The President's prolonged absence from work without the Board's consent, except when such absence is attributable to illness or disability;
- 13.1.4 Misappropriation of University funds or University Development Foundation funds;
- 13.1.5 A conviction or guilty or no contest plea to a felony; and
- 13.1.6 Any other material violation or neglect by the President of the duties, terms and conditions set forth in this Agreement, or refusal to perform such duties in good faith and to the best of the President's abilities, any of which is not remedied after thirty (30) days' written notice to the President.

13.2 Termination by the Board without Cause. The parties agree that the Board, by formal vote, may terminate this Agreement prior to its normal expiration, without cause, as follows:

- 13.2.1 Regardless of any other provision of this Agreement, this Agreement shall terminate automatically, without further liability of the Board except for applicable medical, insurance and vested benefits provided in this Agreement, if the President dies.
- 13.2.2 Notwithstanding any reasonable accommodation that the Board may provide the President, if as a result of the President's disability or incapacitation, the Board reasonably deems the President incapable of performing the essential functions of his employment as President, the Board reserves the right to terminate this Agreement.

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13.2.3 If the President dies or becomes incapable of carrying out the duties of office due to permanent disability and is terminated, the Board shall be liable to the President or the President's personal representative for any accrued but unpaid compensation together with any other compensation and benefits that would be due and payable to the President by reason of death or disability during University employment.

13.3 Benefits Upon Termination.

13.3.1 If the Board terminates this Agreement without cause under section 13.2.2 or the President terminates the contract under section 13.4, the President shall be entitled to continue to participate in the University's health insurance plan under the Consolidated Omnibus Budget Reconciliation Act (COBRA) at 102% of the full cost of the University's health plan at the President's expense. The President will not be entitled to any other benefits except as otherwise provided or required by applicable law.

13.3.2 In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that may ensue as a result of the Board's termination of this Agreement without cause.

13.4 Termination by President. The President may terminate this Agreement and his employment as President at any time by the President delivering to the Board One Hundred Twenty (120) days' advance written notice of such termination. Upon termination by the President of this Agreement, any further obligations of the Board to the President under this Agreement shall cease and in no event shall the University be liable for the loss of any benefits, perquisites, or income from any other sources as a result of such termination.

14.0 Tax Liability and Advice.

14.1 The President shall be responsible for any federal, state or local income tax liability incurred as a result of payments made as compensation or benefits provided to the President pursuant to this Agreement.

14.2 The President acknowledges and agrees that it is the President's responsibility to seek advice from the President's personal tax, legal and financial advisors with respect to each and every term of the Agreement. Neither the University, nor any trustee, employee nor agent of the University makes any guarantee of any tax consequences with respect to any provision of this Agreement.

15.0 Entire Agreement; Modification.

15.1 The parties acknowledge and agree that this document contains the entire Agreement of the President and the Board.

15.2 This Agreement may be changed or modified by the parties only in writing signed by the President and the Chairperson of the Board with formal Board approval.

16.0 Severability.

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

17.0 Governing Law and Forum.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. Claims arising under this Agreement or relating to the employment relationship between the parties shall be filed in the Ohio Court of Claims. If the Ohio Court of claims does not have jurisdiction over the subject matter of the dispute, venue shall lie in the appropriate state

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common pleas and/or federal district court that covers or includes Scioto County, Ohio.

18.0 Waiver.

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

19.0 Adequacy of Funds and O.R.C. 3345.77 Requirement.

Payment of salary and other compensation under this Contract is subject to the appropriation of funds by the Ohio General Assembly. However, it is the understanding of the parties that funding for the University includes sources other than appropriations by the State of Ohio. It is not the intention of the Board to use any reduction in appropriations as a reason to reduce the salary of the President if other funds are available for such purpose. The parties further understand that this Contract is subject to Ohio Revised Code Section 3345.77.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date first set forth above.

SHAWNEE STATE UNIVERSITY

David W. Furbee, Chair
Board of Trustees


Date: _____

Dr. Jeffrey A. Bauer
President

Date: _____

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Certified as True and Correct
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Secretary, SSU Board of Trustees

This Agreement has been reviewed and approved for legal form and sufficiency.

Michael C. McPhillips
General Counsel

Date: _____

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