

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
January 13, 2021

REGULAR MEETING

The Board of Trustees of Stark State College held its regular monthly meeting on January 13, 2021 at Stark State College, 6200 Frank Ave. NW, North Canton, OH 44720.

CALL TO ORDER

Chair Alice Stephens called the meeting to order at 8:01 a.m.

ROLL CALL

The following board members were present: Jerry Gilin, Karen Lefton, Harun Rashid, Elaine Russell Reolfi, Alice Stephens, Jeffery Walters, Fonda Williams and Patricia Wackerly.

The following administrators were present: Para Jones, Tom Chiappini, Lada Gibson-Shreve, Stephanie Sutton and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Teri Ross, Angela Smith-Alder, Jeff Lash, Leslie Bolgrin, and Mike Ihrig.

PUBLIC REQUESTS

There were no public requests.

CONSENT AGENDA

Trustee Williams moved to consider and approve the Consent Agenda. Trustee Wackerly provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the November 11, 2020 meeting; Personnel Actions; Treasurer's Report and Policies: Graduation Requirements, ODHE-Approved One-Year Certificate and Other Certificates; Academic Honors, Conflict of Interest/Commitment for Outside Activities, Alcohol Policy, Emergency Response, and Minors on Campus.*

TREASURER'S REPORT

Trustee Walters moved to approve the Treasurer's Report. Vice Chair Lefton provided the second for the motion.

- Tom Chiappini reported that the budget is still uncertain; however, we will receive additional federal relief funding under the CARES Act. The exact amount is not known at this time, and the rules are expected to be more flexible.
- Tom Chiappini reported that we remain cautious with incurring expenses. We have received our final SSI (State Share of Instruction) numbers from the state, and they are up \$524,433 over last fiscal year.

The motion was approved unanimously.

NEW BUSINESS

Trustee Russell Reolfi moved to approve the Resolution to Authorize Tuition Rates for College Credit Plus for the 2021-2022 Academic Year. Trustee Williams provided the second for the motion.

The Resolution was approved unanimously as follows:

7.1

RESOLUTION
To Authorize Tuition Rates for College Credit
Plus for the 2021-2022 Academic Year

WHEREAS, Stark State College participates in the College Credit Plus program authorized by Ohio Revised Code Section 3365.02; and

WHEREAS, secondary institutions and postsecondary institutions may enter into an agreement to establish a payment structure for tuition, textbooks, and fees in accordance with Ohio Revised Code Section 3365.07(A)(2); and

WHEREAS, it is the desire of the Board of Trustees of Stark State College to establish uniform rates for all secondary institutions participating in the program through the Memorandum of Understanding for the 2021-2022 academic year; and

WHEREAS, such agreements must be negotiated annually and approved by the postsecondary institution Board of Trustees, and participating secondary school's Board of Education, in accordance with Ohio Administrative Code 3333-1-65.6; now

THEREFORE BE IT RESOLVED that the Board of Trustees of Stark State College agrees to the following terms enumerated in the Memorandum of Understanding for the 2021-2022 academic year.

Signed this 13th day of January, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

Trustee Rashid moved to approve the Resolution Authorizing the Vice President for Business and Finance to enter into leases or subleases of college facilities. Trustee Williams provided the second for the motion.

The Resolution was approved unanimously as follows:

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
February 10, 2021

REGULAR MEETING

The Board of Trustees of Stark State College held its regular monthly meeting virtually on February 10, 2021.

CALL TO ORDER

Chair Alice Stephens called the meeting to order at 8:00 a.m.

ROLL CALL

The following board members were present: Jerry Gilin, Karen Lefton, Harun Rashid, Elaine Russell Reolfi, Alice Stephens, Jeffery Walters, Fonda Williams and Patricia Wackerly.

The following administrators were present: Para Jones, Tom Chiappini, Lada Gibson-Shreve, Stephanie Sutton and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Angela Smith-Alder, Robyn Steinmetz, Bruce Wyder, Mike Ihrig, Scott Andreani, Angela Adkins, and Teri Ross.

PUBLIC REQUESTS

There were no public requests.

CONSENT AGENDA

Trustee Williams moved to consider and approve the Consent Agenda. Jerry Gilin provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the January 13, 2021 meeting; Personnel Actions; Treasurer's Report and Policies: Student Complaint(s), and Reasonable Accommodations.*

NEW BUSINESS

Tom Chiappini and Scott Andreani shared a presentation on the FY20 audited financials. Also reflected in the presentation was detailed savings report to the College due to the pandemic COVID protocols of less operations, utilities, elimination of business travel, and other financial savings.

Trustee Rashid inquired as to a projected amount of savings for 2021. Tom Chiappini shared there will be savings in some categories for 2021; for example, savings will continue due to no business travel. Since we will be operating differently in 2021, savings will be different.

Dr. Jones acknowledged the great work by Marisa Rohn, Dr. Lada Gibson-Shreve, and all faculty and staff who worked on the noncredit programming. Noncredit programs are bit difficult due to not being funded through the state. Historically, most colleges lose money noncredit – but we do not. Thank you

to all for the hard work. We serve nearly 1,000 noncredit students each year, and employers are pleased.

The Ohio Revised Code 3357:15-11-04 Meetings Policy was included for the board's second review. This policy will be voted on next month at the March meeting.

PRESIDENT'S REPORT

In addition to the written President's Report, Dr. Jones highlighted the following:

- Current COVID numbers as of January 11, 2021 are 5 positive cases, and 164 recovered. Since we began in Fall Semester, the case demographics are: 36 employees, and 133 students.
- Fall 2020 Graduation was held on January 10, 2021. There were 399 Associate degrees awarded, 104 One-Year Certificates and 167 Career Enhancement Certificates.
- Stark State received \$2,518,150 in emergency grant funds for students. We distributed \$2,407,406 to students as of December 31, 2020.

CHAIR'S REPORT

- Chair Stephens shared that House Bill 404 passed at the end of November, which allows virtual public meetings to continue.
- Chair Stephens reminded Trustees that they should have received an email from the Ohio Ethics Commission to complete their Financial Disclosure Forms.
- Chair Stephens reported that the Trustees approved the annual board meeting dates, as distributed for their review prior to the meeting.
- Chair Stephens reported that Vice Chair Lefton will assist in reviewing the applications for the Strategic Excellence Awards again this year. Trustee Gilin volunteered to assist as well.
- The OACC is planning Trustee-focused webinars on the first Wednesday of each month, starting in February. Trustees should soon receive an email announcing these upcoming webinars. There will possibly be a Fall ODHE Trustees' Conference in November.

COMMUNICATIONS

Board members reviewed the calendar for events.

EXECUTIVE SESSION

At 8:34 a.m., Trustee Russell Reolfi moved to go into Executive Session to discuss the employment of a public employee, according to R.C. 121.22G (1). Trustee Rashid provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 9:25 a.m., Trustee Russell Reolfi moved to return to open session. Trustee Williams provided the second for the motion. The motion carried.

ADJOURNMENT

At 9:25 a.m., Trustee Russell Reolfi moved to adjourn. Trustee Rashid provided the second for the motion. The motion carried.

Alice C. Stephens
Chair
February 10, 2021

Para M. Jones, Ph.D.
President
February 10, 2021

At 9:04 a.m., Trustee Rashid moved to return to open session. Trustee Williams provided the second for the motion. The motion carried.

ADJOURNMENT

At 9:05 a.m., Trustee Gilin moved to adjourn. Trustee Wackerly provided the second for the motion. The motion carried.

Alice C. Stephens
Chair
January 13, 2021

Para M. Jones, Ph.D.
President
January 13, 2021

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
February 10, 2021

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RECOGNITION OF VISITORS

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Alice C. Stephens
Chair
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Para M. Jones, Ph.D.
President
January 13, 2021

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Board of Trustees
Stark State College

North Canton, Ohio
March 10, 2021

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CALL TO ORDER

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ROLL CALL

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The following administrators were present: Para Jones, Tom Chiappini, Lada Gibson-Shreve, Stephanie Sutton and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Angela Smith-Alder, Robyn Steinmetz, and Teri Ross.

OATH OF OFFICE

President Jones administered the oath of office to Tracy L. Carter, whose term begins August 2, 2020 and concludes August 1, 2023.

PUBLIC REQUESTS

There were no public requests.

CONSENT AGENDA

Trustee Williams moved to consider and approve the Consent Agenda. Jerry Gilin provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the February 10, 2021 meeting; Personnel Actions; Treasurer's Report; Budget Revision; and Policies: Ohio Revised Code 3357:15-11-04 Meetings; Required New Student Orientation; and Use of College Computing and Information Resources.*

- Tom Chiappini shared that the budget revision was in response to the positive action of the state restoring the previous SSI cuts. We were notified in January by the Governor we would not have to take the planned cut, and that the money is being restored.

NEW BUSINESS

Trustee Carter moved to approve the Resolution to Amend the Salary Administration Program for FY2021. Trustee Rashid provided the second for the motion.

The Resolution was approved unanimously as follows:

RESOLUTION

7.1

To Amend the Salary Administration Program for FY2021

WHEREAS, it is the intent of the Board of Trustees of Stark State College to provide compensation that aligns with the College's mission, vision and values for employees working for the College after June 30, 2020; and

WHEREAS, the College was previously not in a favorable financial situation to increase employee wages or wage ranges, due to COVID-19 impacts that included a steep reduction in state funding and uncertain enrollments; and

WHEREAS, enrollment declines during the FY2021 budget year have not been as severe as originally anticipated; and

WHEREAS, state funding reductions that went into effect in July, 2020 have been restored to the College by the Governor, with all remaining amounts due to be received by the end of June, 2021; and

WHEREAS, the combination of cost reductions planned for FY2021 and beyond, revenue from enrollment, and the unplanned restoration of state funding have allowed the College to determine that it will finish FY2021 with sufficient surplus funds to compensate the faculty and staff retroactive to the beginning of the current fiscal and/or academic year whichever is applicable;

THEREFORE, BE IT RESOLVED that the Salary Administration Program, effective July 1, 2020 through June 30, 2021, be amended to include the following provisions:

1. Salary ranges increased by 1.5% in accordance with changes to the market rates.
2. Salary increases for full-time employees will be 2% of and to the adjusted base, not to exceed the top of the employee's market-based salary range. The excess above the range will be paid to the employee but not added to the adjusted base.
3. Salary increases for part-time employees will be 2% of the adjusted base for each fiscal year. The excess above the range will be paid to the employee but not added to the adjusted base.
4. Graduated pay scale increases will be 2% of the adjusted base for adjunct faculty and full-time faculty overload.
5. Miscellaneous hourly rate schedule increases will be 2% of the adjusted base.
6. Pay scale will increase by 2% of the adjusted base for club advising and program coordination.
7. Graduated raises for full-time employees will be added to base compensation at a rate of \$30.00 multiplied by the difference in whole percentage points between the prior percentage of the midpoint and the new midpoint.
8. Grant-funded employees will receive the adjusted base increase only if sufficient grant funds are available and approved in the grant budget to cover all additional costs.
9. Faculty Promotions in Rank shall be maintained at current levels:
 - a. Assistant Professor, \$1500
 - b. Associate Professor, \$1600
 - c. Professor, \$1800
 - d. Degree and Certificate achievement shall be maintained at current levels:
 - d. Certificate, \$275
 - e. Associate, \$425
 - f. Bachelor, \$575
 - g. Major Certification, \$675
 - h. Master, \$675
 - i. Doctorate, \$875
10. Health and dental insurance premiums will continue to be shared by employees through pre-tax payroll deduction in the amount of 15% per plan participant. The College will continue to share the premiums for children of employees, in accordance with the Stark County Schools Health Plan.
11. The College will continue to pay the full premium for group life insurance.
12. Employee retirement (STRS, OPERS) contributions will continue as determined by the applicable retirement system.
13. The Tuition Assistance Program will continue to reimburse the tuition cost for up to 16 credit hours per academic year to the extent funding is available. The maximum tuition reimbursement will equal the number of credit hours taken times the undergraduate credit hour rate at Kent State University main campus in effect for the term in which classes were completed.
14. The difference in gross pay earned under this amended Salary Administration Program for FY2021 and previously paid under the original Salary Administration Program for FY2021 since the beginning of the fiscal or academic year, whichever is applicable, shall be included in the first payroll paid in April, 2021.
15. The recitals above are hereby incorporated by reference.

BE IT FURTHER RESOLVED, that the College's revised annual budget on March 10, 2021 has sufficient surplus funds to grant additional compensation. Additional Compensation is hereby awarded to each continuing employee as follows:

1. On or before June 30, 2021, those employees who are scheduled to be employed full-time after July 1, 2021, and who have not notified the College that they will be severing their employment with the College, will receive a lump-sum payment equal to 2% of their adjusted base amount for FY2021. Instead of receiving 2% additional compensation the operations staff that were officially furloughed by the College during the fiscal year that are currently still employed, will receive a sum equal to 2.3 % of their adjusted base amount for FY2021. Any administrative assistants that were officially furloughed by the College during the fiscal year that are currently still employed, will receive a sum equal to 2.27 % of their adjusted base amount for FY2021.
2. On or before June 30, 2021 those employees who are scheduled to be employed part-time after July 1, 2021, and who have not notified the college that they will be severing their employment with the college, will receive a lump-sum payment equal to 2% of their adjusted base wages actually paid during the period from June 19, 2020, through and including June 4, 2021. Instead of receiving 2% additional compensation the Staff that were officially furloughed by the College and off during the fiscal year that are currently still employed, will receive a sum equal to 2.3 % of their adjusted base amount for FY2021.
3. Grant funded employees will receive the lump-sum payment only if sufficient grant funds are available and approved in the grant budget to cover all additional costs. The excess above the range will be paid to the employee but not added to the adjusted base.

FURTHER, employees who have notified the college that they will be severing their employment with the college are not eligible for Additional Compensation.

FURTHER, any employee will not be eligible for Additional Compensation if their adjusted base earnings multiplied by the applicable percentage is less than thirty-five dollars (\$35.00).

FURTHER, all full-time faculty and professional staff required to attend Commencement shall count attendance at Commencement as a day worked for contract purposes. Contract lengths will not be extended.

FURTHER, nothing in this Resolution shall be interpreted as a guarantee of continuing employment to any current or future employee while this resolution is in effect.

FURTHER, nothing in this Resolution shall apply to positions of student employment.
Management shall make adjustments to individual contracts and pay rates as necessary to correct errors.

This Resolution is being enacted on the 10th day of March, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

RECOGNITION OF BOARD OF TRUSTEES STRATEGIC EXCELLENCE AWARD WINNERS

- The Trustee Strategic Excellence Awards were established to acknowledge employees who consistently exceed expectations and performance in advancing the mission of the College. Vice Chair Lefton and Trustee Gilin worked together on the difficult task of selecting winners, among so many nominations of excellent faculty and staff. Board of Trustees Strategic Excellence Award Winners include:
 - Full-time, student-facing – Diana Tsenekos, Patty Weller
 - Management/Leadership – Melissa Glanz
 - Satellite – Kirby Hartman
 - Lifetime Achievement – Kathy Bernstein, Maggie Atkinson
- Full-time non-student-facing – Taylor Copeland
- Congratulatory letters were sent to award winners, who are grateful and honored to receive the awards.

Trustee Williams moved to approve the Resolution to Authorize the Use of Stark State College Funds to Cover 2021 and All Future Board of Trustees Strategic Excellence Awards Expenses. Trustee Rashid provided the second for the motion.

The Resolution was approved unanimously as follows:

7.2

RESOLUTION

To Authorize the Use of Stark State College Funds to Cover 2021 and All
Future Board of Trustee Strategic Excellence Awards Expenses

WHEREAS, Stark State College Board of Trustees has established the Board of Trustees Strategic Excellence Awards to acknowledge employees who consistently exceed expectations in performance and advancing the mission of the College; and

WHEREAS, Recipients receive a cash award of \$1,000 (funded from the College Discretionary Fund), customized crystal award, recognition on a Pathway to the Future brick in the WR Timken Courtyard, expenses paid to a professional conference or seminar (within the continental United States up to \$1,500), as well as a special name plate designation; and

WHEREAS, the Coronavirus pandemic has reduced Discretionary Fund revenues from auxiliary services; and

WHEREAS, the Board of Trustees wishes to continue recognizing and rewarding faculty and staff with the Strategic Excellence Awards;

THEREFORE, BE IT RESOLVED that the Board of Trustees of Stark State College authorizes the use of college funds to fund 2021 and all future Board of Trustee Strategic Excellence Awards expenses.

This resolution is being enacted on the 10th day of March, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

Trustee Rashid moved to approve the Resolution to Approve the Use of College Resources for Activities to Increase Funding for the College Discretionary Fund. Trustee Williams provided the second for the motion.

The Resolution was approved unanimously as follows:

7.3

RESOLUTION

To approve the use of College resources for activities to increase funding for the
College Discretionary Fund

Whereas, the Board of Trustees established the College Discretionary Fund on June 20, 1984 to support activities that promote the interest of the College; and

Whereas, Stark State College Policy No. 3357:15-16-09 contains the policy and procedures concerning the College Discretionary Fund; and

Whereas, the Board of Trustees acknowledges the need for additional funding sources for the College Discretionary Fund; and

Whereas, the Culinary Arts students are using program resources by preparing and selling meals to the college community in the Student Center, while the College's regular food service vendor has suspended operations due to the current pandemic; and

Whereas, it is the desire of the College to accept the proceeds of the sale of meals prepared by the Culinary Arts students into the College Discretionary Fund, recognizing that these activities satisfy a curricular requirement for the students in the Culinary Arts program;

Therefore, Be It Resolved that the Board of Trustees authorizes the proceeds of such sales to be transferred to and deposited in the College Discretionary Fund using the following guidelines:

1. Board Approval is required to use College resources for activities which are conducted to increase the College Discretionary Fund balance.
2. Funds must be recorded in an agency account and transferred by check from the agency to the bank account of the College Discretionary Fund.
3. The Vice President for Business and Finance will record the earnings of such programs monthly, and assure proper internal controls are in place to satisfy all other state and college requirements for the conduct of College business related to all such activities.

This Resolution is being enacted on the 10th day of March, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

Trustee Gilin moved to approve the Resolution Authorizing the Purchase of Competitive Retail Electric Service from the Lowest Responsible Bid Submitted for the Billing Period Commencing with the July 2022 Billing Cycle and Terminating No Later than the June 2027 Billing Cycle. Trustee Walters provided the second for the motion.

The Resolution was approved unanimously as follows:

7.4

RESOLUTION

To authorize the purchase of competitive retail electric service from the lowest responsible bid submitted for the billing period commencing with the July 2022 billing cycle and terminating no later than the June 2027 billing cycle

WHEREAS, Stark State College is a member of Stark County Schools Council of Governments (the "Council"), a body authorized by state statute to aggregate purchasing needs of schools and of related nonprofit educational entities so as to take advantage of economies of scale when purchasing essential products and services; and

WHEREAS, the Council is joining with other major school districts and educational purchasing councils to conduct a Request for Proposal for competitive retail electric service commencing with the July 2022 billing cycle and terminating no later than the close of the June 2027 billing cycle, with bids to be submitted for various periods and durations (the "RFP"); and

WHEREAS, the RFP will seek a single, fixed-price for all energy charges, excluding capacity charges which shall be passed-through directly to Stark State College and also will seek alternative pricing for the pass-through of fees associated with the supplier's cost of compliance with Ohio's renewable portfolio standards ("RPS"); and

WHEREAS, the RFP calls for an administrative fee of \$0.0003 per kilowatt-hour of electricity used which such fee shall be payable to the Council and shall be reflected in the CRES purchase price; and

WHEREAS, the Council will send or has sent notices to bid on Stark State College's electric load to all competitive retail electric service providers licensed to sell power in the state of Ohio and registered with the applicable electric distribution utility; and

WHEREAS, the Council will select the lowest responsible bid submitted in response to the RFP, contemplated to be on or before May 1, 2021; and

WHEREAS, Stark State College may review the lowest responsible bid and corresponding term and elect anytime up to the time period as set forth in the RFP, unless extended to a later date as may be allowed under the RFP, to accept the lowest responsible bid with no obligation prior to that time or thereafter if Stark State College does not sign a Master Supply Agreement with the selected bidder; and

WHEREAS, the President or the President's designee will review the lowest responsible bid and corresponding term when the RFP is concluded and determine whether the lowest responsible bid provides for competitive retail electric service for all of Stark State College's electric load that is the result of a public and competitive RFP.

THEREFORE BE IT RESOLVED, that:

Section 1. Stark State College does hereby consent, as a member of the Council, to the conducting of an RFP process by the Council for competitive retail electric service commencing with the July 2022 billing cycle and terminating no later than the close of the June 2027 billing cycle, with bids to be submitted for various periods and durations on such terms and conditions as the Council deems appropriate.

Section 2. Stark State College does hereby authorize the President or the President's designee to execute a Master Supply Agreement to be prepared by the Council between Stark State College and the lowest responsible bidder in the RFP so long as the President or President's appointee finds that the price reflects the results of a public and competitive RFP.

Section 3. Stark State College hereby directs the Treasurer to review the lowest responsible bid once received and the Master Supply Agreement and determine if Stark State College has sufficient funds to certify this resolution and, if the Treasurer so finds, to certify this resolution.

This resolution is being enacted on the 10th day of March, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

CERTIFICATE

The undersigned hereby certify the foregoing is a true copy of a resolution duly passed by the Board of Trustees of Stark State College on the 10th day of March, 2021.

Thomas Chiappini
Treasurer, Stark State College

Para M. Jones, Ph.D.
President, Stark State College

- The Ohio Revised Code 3357:15-1-07 Board Members' Code of Conduct was included for the board's first review. The revisions to this policy were recommended and reviewed by the Attorney General's Office. This policy will be reviewed for the second time at the April meeting, and then will be on May's agenda for approval.

PRESIDENT'S REPORT

In addition to the written President's Report, Dr. Jones highlighted the following:

- Current Spring 2021 COVID numbers: 19 positive cases, and 40 recovered.
- We continue to work with state and local health departments regarding vaccine information and will provide updates, as available.
- Fall Semester plans are to return to in person, on campus classes.
- CRRSAA (COVID Relief and Recovery Supplemental Appropriation Act) funds of \$12 million -- We will use these funds to help retain our current students, recover students we lost this semester (Spring, 2021) due

to COVID and recruit future students (Spring 2021, second 8 weeks and Fall, 2021), who are COVID-impacted. For Summer 2021, we rolled out BOGO – take one class and get one class free (equal or lesser value). Use of these funds for Fall Semester is underway. Here are details on the programs:

Initiative	Eligible Group	Details
Second 8 Weeks Spring '21	New & Returning Students	Free Course
Summer '21 BOGO	New, Guest, Transfer & Returning	Pay for one course and get the second course free (of equal or lesser value)
'21 High School Graduates Free Tuition	New 2021 High School Graduates	Free tuition (in-state rate) for registered credit hours

- We held three budget sessions at the end of February, attended by more than 250 faculty and staff, to explain changes to the FY21 budget.

CHAIR'S REPORT

- Chair Stephens reminded Trustees to complete their Financial Disclosure Forms with the Ohio Ethics Commission.
- Chair Stephens reminded Trustees about the OACC sponsored Trustee-focused webinars on the first Wednesday of each month. Last week's webinar focused on equity, and the presentation was excellent. The next webinar is on April 7 regarding federal policy in higher education. Trustees can find information on the board portal.

COMMUNICATIONS

Board members reviewed the calendar for events.

EXECUTIVE SESSION

At 8:50 a.m., Trustee Russell Reolfi moved to go into Executive Session to discuss compensation of a public employee, according to R.C. 121.22G (1). Trustee Gilin provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 9:51 a.m., Trustee Russell Reolfi moved to return to open session. Trustee Carter provided the second for the motion. The motion carried.

ADJOURNMENT

At 9:52 a.m., Trustee Gilin moved to adjourn. Trustee Carter provided the second for the motion. The motion carried.

Alice C. Stephens
Chair
March 10, 2021

Para M. Jones, Ph.D.
President
March 10, 2021

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
April 14, 2021

REGULAR MEETING

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CALL TO ORDER

Chair Alice Stephens called the meeting to order at 7:30 a.m.

ROLL CALL

The following board members were present: Tracy Carter, Jerry Gilin, Karen Lefton, Harun Rashid, Elaine Russell Reolfi, Alice Stephens, Jeffery Walters, Fonda Williams and Patricia Wackerly.

The following administrators were present: Para Jones, Tom Chiappini, and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Angela Smith-Alder, Leslie Bolgrin, Melissa Glanz, Robyn Steinmetz, and Teri Ross.

PUBLIC REQUESTS

There was one public request by Angela Smith-Alder, President of the Faculty Association. Ms. Smith-Alder thanked the board members for their consideration and approval of the 2% retroactive lump sum payment to full-time faculty and staff members during the March board meeting. She shared that faculty members were very pleased with the board members' support during the pandemic. She also shared it has been an honor working with Dr. Jones, Dr. Gibson-Shreve, Tom Chiappini, Marisa Rohn and Melissa Glanz.

CONSENT AGENDA

Trustee Gilin moved to consider and approve the Consent Agenda. Trustee Carter provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the March 10, 2021 meeting; Personnel Actions; Treasurer's Report; and Policies: 15-13-25 Transfer and Articulation; 15-13-30 eLearning; 15-17-02 Use of College Facilities; 15-17-10 Public Use of College Outdoor Areas.*

- Tom Chiappini said the Treasurer's Report reflects the budget revision from March. Revenue is down compared to last year; however, state appropriations will increase through the end of June. He also shared that labor costs and other expenses are lower than last year. The transfers for the facilities and technology fees have been restored to the budget as noted.

NEW BUSINESS

Ohio Revised Code 3357:15-1-07 Board Members' Code of Conduct Policy was reviewed by the board members for the second reading. This policy will be on April's agenda for approval.

PRESIDENT'S REPORT

In addition to the written *President's Report*, Dr. Jones highlighted the following:

- Stark State students, faculty and staff who are Stark County resident may be able to receive a vaccine on April 19 at a local vaccination clinic through a partnership with Stark County Health Department, Kent State Stark and Kent State Tuscarawas branches. Stark State Akron students can be vaccinated at the University of Akron clinic. These partnerships are in response to the state's effort to vaccinate all college students.
- Four Stark State students have been named to the prestigious All-Ohio Phi Theta Kappa Academic Team: *Elizabeth Martin, Mandy Paulus, Ariel Stewart* and *Brett Tipton*. Our students will be honored at a statewide event hosted by Lt. Gov. Jon Husted, Ohio Department of Higher Education Chancellor Randy Gardner and OACC (Ohio Association of Community Colleges).
- Stark State student **Brett Tipton** has been named a 2021 New Century Workforce Scholar and will receive a \$1,250 scholarship. Only one New Century Workforce Scholar is selected from each state, and we are very proud to have a Stark State student selected from our Ohio community colleges.
- The National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) held their virtual accreditation site visit at the end of March. We received extremely good feedback about our Medical Laboratory coordinator, faculty and program.
- The enrollment initiatives are underway. Spring enrollment shows slight improvement in both full-time equivalent and headcount.

CHAIR'S REPORT

- Chair Stephens reminded Trustees to complete their Financial Disclosure Forms with the Ohio Ethics Commission.
- Chair Stephens shared information about the OACC-sponsored, trustee-focused webinars offered the first Wednesday of each month, which are posted on the portal. The May 5 webinar will focus on the COVID workforce.
- Chair Stephens reminded Trustees that they are invited to the Scholars and Benefactors virtual event, which will take place on May 7 from 11:00 a.m. to 12:00 p.m.

COMMUNICATIONS

Board members reviewed the calendar of events.

EXECUTIVE SESSION

At 8:00 a.m., Trustee Williams moved to go into Executive Session to discuss compensation of a public employee, according to R.C. 121.22G (1). Trustee Russell Reolfi provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 8:06 a.m., Trustee Russell Reolfi moved to return to open session. Trustee Rashid provided the second for the motion. The motion carried.

Trustee Russell Reolfi moved to approve the Resolution to Establish the Salary Administration Program for FY2022. Trustee Williams provided the second for the motion.

The Resolution was approved unanimously as follows:

RESOLUTION

To Establish the Salary Administration Program for FY2022

Whereas, The Board of Trustees of Stark State College desires to provide a new compensation package that aligns with the College's mission, vision and value statements, including being fair and equitable and reflecting the strategic goal of focusing on our people, and

Whereas, the salary and benefits package should keep the College competitive within the higher education employment market (academic jobs) and the regional employment market (non-academic jobs), and give the College the ability to attract and retain outstanding employees who represent the passion and pride of the College, and

Whereas, at this time, the projected amount of funding available to Stark State College through tuition and anticipated state subsidies would be adequate to pay the costs for salary and benefit increases while continuing to fund necessary operational expenditures,

Therefore Be It Resolved, that a Salary Administration Program be effective July 1, 2021 through June 30, 2022, which shall include the following provisions:

The percentage increases below will be calculated using the “adjusted base” (base without reallocation).

1. Salary ranges will be reviewed annually for changes in the market.
2. Salary increases for fiscal year 2022 for full-time employees will be 1.5% of and to the adjusted base, not to exceed the top of the employee’s market-based salary range. The excess above the range will be paid to the employee but not added to their adjusted base.
3. Salary increases for part-time staff will be 1.5% for fiscal year 2022.
4. Graduated pay scale increases for fiscal year 2022 will not be increased for adjunct faculty and full-time faculty overload.
5. Miscellaneous hourly rate schedule increases for fiscal year 2022 will be 1.5%.
6. Pay scale will increase for fiscal year 2022 by 1.5% for club advising and program coordination.
7. Graduated raises for full-time employees for fiscal year 2022 up to the midpoint multiplied by \$30.00.
8. Grant-funded employees will receive the adjusted base increase and graduated raises only if sufficient grant funds are available and approved in the grant budget to cover all additional costs.
9. Faculty Promotions in Rank shall be increased \$100.00 per level:
 - a. Assistant Professor, from \$1500 to \$1600
 - b. Associate Professor, from \$1600 to \$1700
 - c. Professor, from \$1800 to \$1900
 - d. Degree and Certificate achievement shall be increased \$25 per levels: Certificate, from \$275 to \$300
 - e. Associate, from \$425 to \$450
 - f. Bachelor, from \$575 to \$600
 - g. Major Certification and Masters from \$675 to \$700
 - h. Doctorate, from \$875 to \$900
10. Health and dental insurance premiums will continue to be shared by employees through pre-tax payroll deduction in the amount of 15% per plan participant. The College will continue to share the premiums for children of employees, in accordance with the Stark County Schools Health Plan.
11. The College will continue to pay the full premium for basic group life insurance.
12. The Tuition Assistance Program will continue to reimburse the tuition cost for up to 16 credit hours per academic year to the extent funding is available, and set the maximum reimbursement equal to the number of credit hours taken times the undergraduate credit hour rate at Kent State University main campus in effect for the term in which classes were completed.
13. The recitals above are hereby incorporated by reference.

Whereas, it is the intention of the Board of Trustees to provide additional compensation effective in FY2022, to its continuing employees who will be working for the College after June 30, 2022.

Therefore Be It Further Resolved, that Additional Compensation is hereby awarded to each continuing employee as follows:

1. On or before June 30, 2022, those employees who are scheduled to be employed full-time after June 30, 2022 and who have not notified the College that they will be severing their employment with the College, will receive a lump-sum payment in an amount up to 2% of their adjusted base amount for FY2022.
2. On or before June 30, 2022, those employees who are scheduled to be employed part-time after June 30, 2022 and who have not notified the College that they will be severing their employment with the College will receive a lump sum payment in an amount up to 2% of their adjusted base wages actually paid during the period from June 18, 2021 through and including June 3, 2022.
3. The amount of any lump-sum payment in June 2022 will be limited to available funds at the time the Board meets to approve the FY2023 budget. At that time, the annual surplus for FY2022 will be projected, and the first \$500,000 of any surplus will be committed to College Reserves. The projection will not take in to account noncash adjustments that are made as part of the year-end closing process. These include but are not limited to adjustments to the health care reserves, which are reported by the Stark County Schools during August of each year, and the reserve for bad debts. The remaining projected surplus will be available to fund the lump-sum payment. The same percentage will be used to calculate payments to employees in both categories.
4. Grant funded employees will receive the lump-sum payment only if sufficient grant funds are available and approved in the grant budget to cover all additional costs.

Further, employees who have notified the College that they will be severing their employment with the College are not eligible for Additional Compensation.

Further, employees will not be eligible for Additional Compensation if their adjusted base earnings multiplied by 2% is less than thirty-five dollars (\$35.00).

Further, all professional staff required to attend and all full-time faculty shall count attendance at graduation ceremonies as a day worked for contract purposes. Contract lengths will not be extended.

FURTHER, nothing in this resolution shall be interpreted as guaranteeing continuing employment to any current or future employee while this resolution is in effect.

Management shall make adjustments to individual contracts and pay rates as necessary to correct errors. Nothing in this Resolution shall apply to positions of student employment.

This resolution is being enacted on the 14th day of April, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

ADJOURNMENT

At 8:07 a.m., Trustee Carter moved to adjourn. Trustee Gilin provided the second for the motion. The motion carried.

Alice C. Stephens
Chair
April 14, 2021

Para M. Jones, Ph.D.
President
April 14, 2021

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
May 12, 2021

REGULAR MEETING

The Board of Trustees of Stark State College held its regular monthly meeting virtually on May 12, 2021.

CALL TO ORDER

Chair Alice Stephens called the meeting to order at 8:00 a.m.

ROLL CALL

The following board members were present: Tracy Carter, Jerry Gilin, Karen Lefton, Harun Rashid, Alice Stephens, Jeffery Walters, Fonda Williams and Patricia Wackerly.

The following board member was absent: Elaine Russell Reolfi.

The following administrators were present: Para Jones, Lada Gibson Shreve, Tom Chiappini, Stephanie Sutton, and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Angela Smith-Alder, Melissa Glanz, Robyn Steinmetz, and Teri Ross.

PUBLIC REQUESTS

None.

CONSENT AGENDA

Trustee Williams moved to consider and approve the Consent Agenda. Trustee Gilin provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the April 14, 2021 meeting; Personnel Actions; Treasurer's Report; and the Ohio Revised Code Policy 3357:15-1-07 Board Members' Code of Conduct.*

- Tom Chiappini said the Treasurer's Report reflects a revenue decline compared to last year, but pointed out that state appropriations will increase through the end of June. He also shared that labor costs and other expenses are lower than last year. The state has not yet approved the biennial operating budget. The College will present a projected FY22 budget to the Board for approval at the June meeting.

NEW BUSINESS

Trustee Williams moved to approve the Resolution to enter into a contract for professional design services with FMD Architects, Inc. for renovation of The Welding Technology Center at Stark State College Akron. Trustee Rashid provided the second for the motion.

The Resolution was approved unanimously as follows:

RESOLUTION

**TO APPROVE ENTERING INTO A CONTRACT
FOR PROFESSIONAL DESIGN SERVICES
WITH FMD ARCHITECTS, INC. FOR RENOVATION OF THE
WELDING TECHNOLOGY CENTER AT STARK STATE
COLLEGE AKRON**

WHEREAS, Stark State College is operating under Chapters 123, 153 and 3357 of the Ohio Revised Code, and it is the intention of the College, in the exercise of its powers as set forth in the Ohio Revised Code, to obtain professional design services; and

WHEREAS, Stark State College wishes to hire FMD Architects, Inc. to provide architectural services for the renovation of the Welding Technology Center at Stark State College Akron; and

WHEREAS, funds for this project have been provided by the State of Ohio and local funds; and

WHEREAS, FMD Architects, Inc. is capable and licensed to provide professional design services for this project; and

WHEREAS, all fees and reimbursable expenses payable to FMD Architects, Inc. shall not exceed \$124,925.00, and the total amount available for construction of the project is \$1,215,000.00 (The Construction Budget); and

THEREFORE BE IT RESOLVED that the Stark State College Board of Trustees approves entering into a contract with FMD Architects, Inc. for professional design services as aforementioned for this project.

This resolution is being enacted on the 12th day of May, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

PRESIDENT’S REPORT

In addition to the written *President’s Report*, Dr. Jones highlighted the following:

- Stark State graduate and current student at Ohio State University **Leonte Cooper** is receiving the National Association of Secretaries of State (NASS) John Lewis Youth Leadership Award at the organization’s annual meeting in June. We nominated “Cooper” for this award when Secretary LaRose’s Office reached out to us for student nominees. Cooper embodies the leadership characteristics the award was designed to recognize: he is a civic-minded young leader with a passion for social justice who works to improve the quality of life for his fellow citizens.
- Thank you to trustees who participated in the Scholars and Benefactors Virtual event on Friday, May 7.
- The Spartan Media Awards celebrate the work of Stark State’s graphic design, photograph, music production, 3D, and video production students. The virtual live stream event takes place May 18 at 6P via www.spartanmediaawards.com.
- Stark State student Brett Tipton was honored as the OACC/Phi Theta Kappa Career Scholar (link to Brett’s presentation). Brett was selected from among all Ohio PTK students for this honor.
- We are launching three new programs with our partners at Akron Public Schools:
 - PASS (Preparing Akron Students for Success) 2.0 program – summer enrichment program with the goal of students/participants improving college-readiness skills and taking core college requirements for credit this summer.

- Providing short-term credentials and certificates to summer high school graduation students to incentivize students to complete high school diplomas this summer.
- Triple-A/Akron Youth Conservation Corps programs – work with City of Akron, Akron Parks, Central State University (HBCU) and Akron Parks Collaborative to provide education and career opportunities to 18- to 24-year old students completing alternative high school diplomas.
- OMJ/Summit County partnership – Partnering with OMJ Summit/Medina and OMJ Stark/Tuscarawas to provide short-term certificates and credentials in high-demand fields to unemployed/underemployed and incumbent workers through partnership with employers.
- In-Demand Jobs Week – Worked with Summit and Stark County partners to promote In-Demand Jobs Week to residents of all ages. Wrote Op-Eds for *Beacon* and *Repository*.

CHAIR'S REPORT

- Chair Stephens shared that the links for the Virtual Commencement Ceremony and Certificate Ceremony will be sent to everyone by email.
- Chair Stephens shared that Trustee Patty Wackerly will continue to be the board liaison to the Stark State College Foundation and thanked her for her service.

COMMUNICATIONS

Board members reviewed the calendar of events.

EXECUTIVE SESSION

At 8:18 a.m., Trustee Gilin moved to go into Executive Session to discuss compensation of a public employee, according to R.C. 121.22G (1). Trustee Carter provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 9:02 a.m., Trustee Gilin moved to return to open session. Trustee Carter provided the second for the motion. The motion carried.

Trustee Williams moved to approve the Resolution to Award FY2020 Lump Sum Payment Retroactively to Provost and Vice Presidents. Trustee Wackerly provided the second for the motion.

The Resolution was approved unanimously as follows:

RESOLUTION

To Award FY2020 Lump-Sum Payment Retroactively to Provost and Vice Presidents

Whereas, the Board of Trustees of Stark State College recognizes the hard work, exceptional dedication and outstanding efforts of Provost and Chief Academic Officer Lada Gibson-Shreve and Vice Presidents Tom Chiappini, Marisa Rohn and Stephanie Sutton;

Whereas, the Board of Trustees wishes to acknowledge these leaders' hard work, flexibility, innovation and commitment in adapting teaching and learning and college operations during the first months of the COVID pandemic;

Whereas these leaders have continued their steadfast commitment to the health, safety and well-being of students, faculty and staff while maintaining the College's critical teaching and learning mission and other College operations supporting students;

Whereas budgetary concerns resulting from the pandemic led these leaders to voluntarily forego receipt of the two percent lump-sum payment when it was paid to faculty and staff at the end of FY2020;

Therefore Be It Resolved, that the Board of Trustees of Stark State College authorizes the retroactive payment of the 2% lump sum for FY 2020, in keeping with the Trustees' requirement that the College meet budgetary goals.

This resolution is being enacted on the 12th day of May, 2021.

Alice Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

ADJOURNMENT

At 9:05 a.m., Trustee Rashid moved to adjourn. Trustee Gilin provided the second for the motion. The motion carried.

Alice C. Stephens
Chair
May 12, 2021

Para M. Jones, Ph.D.
President
May 12, 2021

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
June 9, 2021

REGULAR MEETING

The Board of Trustees of Stark State College held its regular monthly meeting virtually on June 9, 2021.

CALL TO ORDER

Chair Alice Stephens called the meeting to order at 8:07 a.m.

ROLL CALL

The following board members were present: Tracy Carter, Jerry Gilin, Karen Lefton, Harun Rashid, Elaine Russell Reolfi, Alice Stephens, Jeffery Walters, Fonda Williams and Patricia Wackerly.

The following administrators were present: Para Jones, Lada Gibson Shreve, Tom Chiappini and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Mike Ihrig, Chris Clay, and Teri Ross.

PUBLIC REQUESTS

None.

CONSENT AGENDA

Trustee Carter moved to consider and approve the Consent Agenda. Trustee Williams provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the May 12, 2021 meeting; Personnel Actions; and Treasurer's Report.*

- Tom Chiappini shared the Treasurer's Report reflects revenue is down compared to last year, which offset increases in state appropriations. Labor costs are lower than last year but in line with the budget. Other expenses continue to be below last year in total, with miscellaneous costs higher due to COVID facility modifications. The transfers for the facilities fees and technology fees have been restored to the budget and are lower than last year, reflecting enrollment. The state of Ohio has not finalized its budget yet; the College's budget for FY2022 is being presented at this meeting.

NEW BUSINESS

Trustee Gilin moved to approve the FY2022 Budget. Trustee Williams provided the second for the motion. The vote was called, and the FY2022 Budget was approved unanimously.

Trustee Wackerly moved to approve the Resolution to proceed with the purchase of .29 acres of land from the city of Akron. Trustee Williams provided the second for the motion.

The Resolution was approved unanimously as follows:

**RESOLUTION
TO PROCEED WITH PURCHASE .29 ACRES OF LAND
FROM THE CITY OF AKRON**

WHEREAS, Stark State College is the community college authorized by the State of Ohio to serve Akron and Summit County residents of all ages and from all backgrounds with quality, affordable and accessible educational opportunities that foster economic growth and community prosperity, and

WHEREAS, College developed its Akron facility at 365 Perkins for that purpose; and

WHEREAS, the 10-year lease of the College's Barberton Welding Technology Center expires on 1-9-2023; and

WHEREAS, the College requested and received \$1.4 million dollars in state capital funding to relocate the Welding Technology Center to the Stark State College Akron campus; and

WHEREAS, additional land is needed to expand the existing building to accommodate the welding program's equipment and supply needs; and

WHEREAS, the College is funding this land purchase with local funds (College reserves);

THEREFORE BE IT RESOLVED, that the Board of Trustees of Stark State College authorizes and approves the President and/or the Vice President for Business and Finance to acquire .29 acres of adjacent Akron real estate, with frontage along North Union Street and North Fir Street (parcel numbers 6715905, 6819195, 6715911 and 6715914), to accomplish the aforementioned goals. The Administration shall negotiate purchase terms that are in the best interest of the College and in accordance with state and local regulations and guidelines. The Administration is authorized to act and execute such documents as are necessary to prepare the final real estate purchase agreement for approval by the Board of Trustees.

Signed this 9th day of June, 2021.

**Alice C. Stephens,
Chairman, Board of Trustees**

**Para M. Jones, Ph.D.
President**

Trustee Walters moved to approve the Resolution to enter into a contract for professional design services with The Thrasher Group, Inc. for renovation of the interior corridors of the S, G, B and H buildings at Stark State College. Trustee Williams provided the second for the motion.

The Resolution was approved unanimously as follows:

RESOLUTION

**TO APPROVE ENTERING INTO A CONTRACT FOR PROFESSIONAL DESIGN SERVICES
WITH THE THRASHER GROUP, INC. FOR RENOVATION OF THE INTERIOR CORRIDORS OF THE S, G, B AND H
BUILDINGS AT STARK STATE COLLEGE**

WHEREAS, Stark State College is operating under Chapters 123, 153 and 3357 of the Ohio Revised Code, and it is the intention of the College, in the exercise of its powers as set forth in the Ohio Revised Code, to obtain professional design services; and

WHEREAS, Stark State College wishes to hire The Thrasher Group, Inc. to provide architectural services for the renovation of the interior corridors of the S, G, B, and H buildings at Stark State College; and

WHEREAS, funds for this project have been provided by State Capital funds and local funds; and

WHEREAS, The Thrasher Group, Inc. is capable and licensed to provide professional design services for this project; and

WHEREAS, all fees and reimbursable expenses payable to The Thrasher Group, Inc. shall not exceed \$40,000.00, and the total amount available for construction of the project is \$735,000.00 (The Construction Budget); and

THEREFORE BE IT RESOLVED that the Stark State College Board of Trustees approves entering into a contract with The Thrasher Group, Inc. for professional design services as aforementioned for this project.

This resolution is being enacted on the 9th day of June, 2021.

Alice C. Stephens
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

PRESIDENT'S REPORT

In addition to the written *President's Report*, Dr. Jones highlighted the following:

- Summer courses began June 7. Enrollment is at +1% in full-time equivalent and -0.9% in head count as of June 4, 2021.
- The free tuition campaigns continue and are going well. So far, we see positive enrollment impact and hope to see more.
- Return to campus for Fall 2021 – Fall classes will be in-person and online, as student demand requires.
- COVID protocols have been lifted in response to the Governor rescinding health orders. Employees will fully return to campus on July 7. Up to now, most employees have been working 50% remote and 50% on campus.
- COVID Funding -- Stark State has been receiving and carefully utilizing Covid-related federal funds, based on guidance from federal, state and legal experts. Thus far, the vast majority of funds have been used to help students.
 - **CARES Act** -- \$178,000 of \$5M remains. The College used these funds to provide emergency grants to help students stay in college during the pandemic.

- **CRRSA** -- \$4.4 million of \$12.5 million is being used for Free Fall tuition for high school seniors and discounted tuition for all other students.
- **American Rescue Plan (ARP)** -- \$21.5 M – College is in the process of learning about funding priorities and requirements and will report to the Board on a regular basis.
- We are launching three new summer programs with our partners at Akron Public Schools:
 - PASS (Preparing Akron Students for Success) 2.0 program – summer enrichment program with the goal of students/participants improving college-readiness skills and taking core college requirements for credit.
 - Short-term credentials and certificates for high school students who are completing high school diplomas over the summer.
 - Triple-A/Akron Youth Conservation Corps programs – we are working with City of Akron, Akron Parks, Central State University (HBCU) and Akron Parks Collaborative to employ Triple-A students (18- to 24 year-olds completing alternative high school diplomas) in Akron Parks, provide educational opportunities and create Learn to Earn pathways for these students.
- On Tuesday, June 8, Josh Cribbs (former Cleveland Browns player) who hosts a show on Channel 19 called *Cribbs in CLE* visited Stark State College Akron for a live TV interview. We will share this video with everyone once it is released. Prior to this, we did interviews with WEWS, Channel 3, and Channel 19.
- We are proud that faculty member Brian Moore was selected to participate in the upcoming Leadership Akron Signature Class.
- Stark State Graduate Leonte Cooper received the National Secretaries of State Association John Lewis Youth Leadership Award at the NSSA national meeting in Columbus. Ohio Secretary of State Frank LaRose presented the award to our talented Cooper. NSSA created the award to recognize a gifted, civic-minded young person in each state each year. To be selected for the prestigious award, students must demonstrate leadership abilities, have a passion for social justice and be motivated to improve the quality of life in their community. We are so proud of our graduate Leonte Cooper!

CHAIR'S REPORT

- Chair Stephens shared that the Ohio Association of Community Colleges (OACC) will be meeting next week. Pending OACC approval, Trustee Stephens will become the next OACC Chair.
- Trustee Gilin's term expires on August 1, 2021, and he will not be renewing his term. Chair Stephens thanked Trustee Gilin for his service on Stark State's Board of Trustees. He plans to enjoy time with his family, as he looks forward to retirement. President Jones and all the trustees shared their gratitude and well wishes to Trustee Gilin, who has been a great asset and friend of the College. Trustee Gilin said he will continue to support the College in the future.

COMMUNICATIONS

Board members reviewed the calendar of events.

EXECUTIVE SESSION

At 9:02 a.m., Trustee Reolfi moved to go into Executive Session to discuss compensation of a public employee, according to R.C. 121.22G (1). Trustee Williams provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 10:02 a.m., Trustee Reolfi moved to return to open session. Trustee Carter provided the second for the motion. The motion carried.

Vice Chair Lefton moved to approve the FY2022 employment agreement for Dr. Jones, with the plan to amend the employment agreement in August, 2021, to include provisions for tying Dr. Jones's annual bonus to objective metrics, such as goal attainment and performance. Trustee Williams provided the second for the motion. The motion was approved unanimously. The FY2022 employment agree is attached.

Trustee Gilin moved to approve the addendum to the Retention Incentive Benefit Arrangement. Trustee Williams provided the second for the motion. The motion was approved unanimously. The Retention Incentive Benefit Arrangement is attached.

Vice Chair Lefton moved to restore Dr. Jones's previous year's compensation level by providing a performance bonus in the amount of \$40,000 total for FY2020, and \$40,000 total for FY2021. Trustee Carter provided the second for the motion. The motion was approved unanimously.

ADJOURNMENT

At 10:15 a.m., Trustee Rashid moved to adjourn. Trustee Gilin provided the second for the motion. The motion carried.

Alice C. Stephens
Chair
June 9, 2021

Para M. Jones, Ph.D.
President
June 9, 2021

STARK STATE COLLEGE
NORTH CANTON, OH 44720

EMPLOYMENT AGREEMENT

This Agreement, effective as of the 1st day of July, 2021, is entered into by and between Para M. Jones, Ph.D. (hereinafter referred to as “Dr. Jones”) and the BOARD OF TRUSTEES OF STARK STATE COLLEGE (hereinafter referred to as “Board”).

WHEREAS, Section 3357.09 of the Ohio Revised Code (“ORC”) authorizes and requires the Board to appoint a President as the principal administrative officer of STARK STATE COLLEGE (hereinafter referred to as “College”) and to fix the rate of compensation of said President; and

WHEREAS, the Board wishes for Dr. Jones to continue as President of the College, and she agrees to continue to serve as President of the College;

NOW, THEREFORE, the parties to this Employment Agreement (hereinafter the “Agreement”), in consideration of the promises and mutual covenants herein contained, agree as follows:

ARTICLE I
TERM OF EMPLOYMENT

1.01 The Board hereby appoints Dr. Jones as President of the College and she hereby agrees to continue to serve, as President of the College for a term commencing July 1, 2021, and continuing thereafter until June 30, 2025 (hereinafter the “Term”), subject to termination as provided for in this Agreement. This Agreement is contingent upon the availability of sufficient appropriated funds, and the College Treasurer’s certification that such funds are available as required pursuant to ORC Section 3357.10, as amended from time to time.

ARTICLE II
DUTIES OF PRESIDENT

2.01 Duties and Responsibilities. Dr. Jones shall perform the duties and responsibilities of President of the College. In such capacity, she shall perform the administrative, managerial, and supervisory duties customarily associated with this position, and have the authority to act as the chief executive officer of the College. Dr. Jones shall perform her duties subject to the direction of the Board, and shall carry out and comply with the Ohio Revised Code and all policies, rules and regulations of the College as set forth in the Policies and Procedures of the Board of Trustees of Stark State College currently existing and as the same may be hereafter amended by the Board. Dr. Jones shall attend all Board meetings unless excused in advance by the Chair of the Board or his/her designee.

2.02 Full-Time Position. Dr. Jones will devote her entire working time, efforts and attention to the business and affairs of the College and will not engage in any other business activity that may interfere with such commitment to the College during the Term of this Agreement.

ARTICLE III
SALARY

3.01 Annual Salary. For all services rendered during the term of this Agreement, the College shall pay Dr. Jones a base salary at the annual rate of \$262,249.00 (Two Hundred Sixty Two Thousand and Two Hundred Forty Nine Dollars), payable in accordance with the College’s payroll procedures. The parties acknowledge and agree that deductions for President's portion (as an employee) of College-provided employee benefits costs shall be taken from President's base salary amount. President shall be responsible

for any federal, state or local income and employment tax liability incurred as a result of payments made as compensation or benefits provided to President pursuant to this Agreement. This contract is contingent upon the availability of sufficient appropriated funds and the College Treasurer's certification that such funds are available as required pursuant to ORC Section 3357.10.

3.02 Change of Salary. At the Board's discretion, but not as an obligation, the President's base salary may be increased beginning July 1, 2021 and annually thereafter by appropriate action of the Board based on the Board's evaluation of Dr. Jones's performance. The Board may also pay Dr. Jones a one-time payment to further compensate her for services rendered in an amount to be determined at the sole discretion of the Board. Any such payment is contingent upon the College Treasurer's certification that such funds are available as required pursuant to ORC Section 3357.10, as amended from time to time. If the Board decides to make this one-time payment, it shall be paid to Dr. Jones within thirty (30) days of the Board approval.

ARTICLE IV CONDITIONS OF EMPLOYMENT

4.01 General. To the extent not clearly inapplicable or inconsistent with the specific provisions of this Agreement, the policies, rules, and regulations of the College pertaining to personnel are incorporated by reference into this Agreement.

4.02 Annual Evaluation. In May or June of each year, the Board shall make a complete evaluation of Dr. Jones's performance as President per the Board approved evaluation instrument.

4.03 Physical Examination. Dr. Jones shall undergo a comprehensive physical examination annually at a medical center/clinic approved by the College. The College shall reimburse any out-of-pocket cost she incurs for this examination, not otherwise covered by Dr. Jones's elected group health plan coverage offered by the College.

4.04 Residency Requirement. Dr. Jones shall make her permanent residence in Stark County, Ohio through the end of the Term of her employment as President at the College.

4.05 Travel Expenses Incurred on Behalf of the College. It is agreed that, in order to properly administer and lead the College, Dr. Jones must attend meetings at which the College's affairs may be involved or discussed (e.g., meetings requested by the Ohio Board of Regents or the Chancellor, legislators, or state and local officials; and state and national seminars and conferences on matters involving higher education, etc.) and that costs of travel, meals and lodging may be incurred. Any such reasonable expenses incurred by Dr. Jones for herself shall be reimbursed to her upon presentation of proper receipts showing the costs so incurred and evidence of their connection with College affairs and in compliance with the College's policy.

4.06 Representational Expenses Incurred on Behalf of the College. It is agreed that proper performance of the duties of the President of the College frequently requires the presence of other persons, either on or off campus, at meetings or conferences at which issues affecting the College are considered or discussed; and that such other persons may be students, faculty, staff, trustees, legislators and other persons not directly connected with the College but who benefit the interests of the College. It is also agreed that it is often necessary that such meetings and conferences be scheduled at hours when the serving of food is appropriate. It is agreed that all reasonable costs of food and non-alcoholic beverages incurred by Dr. Jones, for herself and other attendees as listed in this section, shall be reimbursed to her or, if on campus, paid by the College directly to the vendor, upon presentation of proper receipts or bills showing the costs so incurred, documentation of their connection with College affairs, and certification of funds by the Treasurer. Dr. Jones shall submit expense reports per the College's Policy. Upon request, Dr. Jones shall provide the Chair and the Vice Chair of the Board quarterly expense reports.

4.07 Out of State Expenses. Any expenses outside the State of Ohio incurred under Sections 4.05 or 4.06 shall be subject to prior approval by the Board.

ARTICLE V
FRINGE BENEFITS

5.01 College Benefits. In addition to the base salary provided, the College will provide to Dr. Jones the following benefits: all fringe benefits available to full time employees of the College, including but not limited to sick days, personal days, and non-contract days in accordance with the College practices and academic calendar.

5.02 Health Care Coverage. The College will provide health, hospitalization, major medical, and dental insurance to Dr. Jones to the same extent such benefits are provided to full time employees. Dr. Jones will pay the same percentage toward her health care coverage premiums that is then applicable to all other full-time employees of the College. The percentage referred to in the prior sentence is subject to change by the Board.

5.03 Retirement. Dr. Jones, as President of an Ohio public college, must participate in and contribute to either the State Teachers Retirement System (“STRS plan”) or the Stark State College Alternative Retirement Plan (“ARP”). The President elected to participate in the ARP. The ORC and the Internal Revenue Code (“Code”) govern the operation of the ARP. The ORC provides that a portion of the College’s required contribution to the ARP be paid instead to the STRS plan to mitigate the financial impact of participation in the ARP (“Mitigation Payment”) and Code section 415(c) limits the annual contributions which may be made to the ARP on behalf of the President (“Contribution Limit”). It is the College’s intention to provide additional deferred compensation to the President so that she is not deprived of retirement benefits by operation of either the Mitigation Payment or the Contribution Limit. Therefore, the College shall contribute, as an employer contribution, each bi-weekly pay period, using the mitigation rate in effect for the pay period, an amount equal to the Mitigation Payment to the Stark State College 403(b) Plan (“403(b) Plan”). If the entire amount cannot be paid to the 403(b) Plan due to the Code’s contribution limits, then the College shall contribute the remainder of such amounts each bi-weekly pay period to the Stark State College Incentive Retention Plan (“415(m) Plan”). In addition, beginning with the bi-weekly pay period during which further contributions to the ARP are prohibited due to the operation of the Contribution Limit, the College shall contribute each bi-weekly payroll period an amount (which includes both the President’s and the College’s required contributions) that otherwise would have been contributed to the ARP to the 403(b) Plan. If the entire amount cannot be paid to the 403(b) Plan due to the Code’s contribution limits, then the College shall contribute the remainder of such amounts each bi-weekly pay period to the 415(m) Plan.

5.04 Retention Incentive. In addition to the employer contributions in Section 5.03 of this Agreement, the College shall contribute to the 403(b) Plan on behalf of the President of the College an amount equal to seventy-five thousand dollars (\$75,000.00) (“College Contribution(s)”) by December 31 in each of the 2021, 2022, 2023, and 2024 tax years. To the extent that the Code limits or prohibits such contributions from being made to the 403(b) Plan, the College shall provide a benefit equal to such amounts to the 415(m) Plan. A total of \$300,000 shall be contributed between the 403(b) Plan and 415(m) Plan by the end of the Term of this Agreement. The President shall be 100% vested in the College Contributions when they are contributed to the 403(b) Plan and 415(m) Plan. The College Contributions shall be subject to the terms and conditions of the 403(b) Plan and the 415(m) Plan.

5.05 Life Insurance. The College will provide a Life Insurance Benefit of 150 percent of base salary, with a cap of \$500,000.

5.06 Automobile. The College shall allow Dr. Jones exclusive use of a College-owned automobile for personal and professional uses, and shall pay all costs of maintenance of said automobile and for fuel costs associated with College business. Personal fuel costs will be tracked and paid for by the President. If driving outside of the State of Ohio, the President must get pre-approval from the Board.

5.07 Membership in Professional Associations. Dr. Jones shall maintain individual memberships in various national and state professional associations appropriate to her duties, and the College shall pay Dr. Jones's dues for said memberships, not to exceed a total of \$500.00 annually for all such memberships.

5.08 Membership at Country Club. The College shall pay for a social membership for Dr. Jones at Glenmoor Country Club. All business expenses incurred at the Club will be paid by the College and personal expenses are the responsibility of Dr. Jones.

5.09 Cell Phone. The College shall provide a cell phone for her personal and business use. IRS Notice 2011-72 provides guidance on the tax treatment of the personal use of an employer provided cell phone. By this contract, the Board is exempting Dr. Jones from its policies regarding personal use of college property for purposes of this section.

5.10 Computer. The College will provide a printer and laptop computer or similar electronic device in the President's home for business use only.

5.11 Nothing in this contract shall be construed as limiting the ability of the College to terminate, discontinue, or modify any plan, benefit, or program at any time and the College shall have no obligation to compensate Dr. Jones if the College shall at any time discontinue any College plan, benefit, or program. Additionally, the benefits provided under this Article V shall be subject to taxation and withholdings as required under federal, state or local laws.

ARTICLE VI TERMINATION OF CONTRACT

6.01 By the College Board of Trustees. The College may terminate this Agreement under the following events and conditions:

- a. For Disability. In the event of disability of Dr. Jones before the expiration of this Agreement (and if renewed, before the expiration of the last renewal), while in the employ of the College, the College's obligations under this Agreement shall terminate.
 - 1) Disability Defined. For the purposes of Subparagraph 6.01.a. above, disability shall be defined as occurring when all of the following conditions are met:
 - i. Dr. Jones shall become physically or mentally incapable (excluding infrequent and temporary absences due to ordinary illness) of properly performing the services required of her in accordance with her obligations hereunder. Dr. Jones agrees that the College may select any physician, in addition to her own, to examine her with regard to disability, and Dr. Jones hereby waives any doctor-patient privilege and/or confidence in order to permit the disclosure of the results of such examination(s) to the College;
 - ii. Either Dr. Jones or the College shall have given the other thirty (30) days written notice of her or its intention to terminate the employment of Dr. Jones as President because of such disability and the decision of either to terminate shall be final.
- b. Death. The Board shall terminate this Agreement upon death of Dr. Jones. Upon termination of Dr. Jones's contract for death, or disability as defined in Section 6.01(a) above, neither she nor her beneficiaries or estate shall have any further rights or claims against the College, except for the right to receive: unpaid portions of Dr. Jones's base salary, computed on a pro rata basis to the date of termination; any compensation due under any approved benefits plan; and reimbursement for unpaid expenses listed

Paragraphs 4.05 and 4.06 (“Accrued Benefits”). Dr. Jones shall also be entitled to any life insurance and other post-termination benefits then in existence, in accordance with the College’s policies.

- c. For Cause. The Board will have the right to terminate this Agreement for cause, as determined by the Board in its sole discretion. “Cause” shall include: a) failure to satisfactorily perform, or serious dereliction of, the duties undertaken pursuant to this Agreement; b) a serious violation of the College’s Policies and Procedures or this Agreement; c) a serious violation of federal, state or local law; d) a serious breach of accepted standards or professional ethics; e) engagement in fraud, theft, embezzlement, or gross misfeasance in the performance of her job duties; and f) engagement in conduct, whether criminal or not, that could damage the reputation of the College or result in negative publicity to the College. Any termination under this subsection must be with prior written notice and, upon written request of Dr. Jones, after a hearing before the Board. Dr. Jones’s request for a hearing must be received by the Chair of the Board, in care of the Treasurer of the College, within five days of Dr. Jones’s receipt of the written notice, and the hearing shall be held no later than 15 days after receipt by the Board of the written request of the hearing, unless otherwise extended by agreement of the parties. In the event of such a hearing, Dr. Jones may have an attorney present as an observer but not as a participant, and Dr. Jones’s right to present witnesses, other than herself, shall be at the sole discretion of the Board. In the event of termination for cause, Dr. Jones will not be entitled to a continuation of compensation or benefits. Nor will Dr. Jones be entitled to any severance pay.
- d. Without Cause. The Board may terminate Dr. Jones’s employment for any reason upon 60 days’ prior written notice to her. If Dr. Jones is terminated by the Board for any reason other than those set forth in subsections (a), (b) or (c) of this Section 6.01, Dr. Jones will be entitled to the following payments and benefits:
 - (i) Payment of the Accrued Benefits as described in Section 6.01(b) of this Agreement by December 31 of the year of Dr. Jones’ termination of employment; and
 - (ii) Continued payment of Dr. Jones’s base salary (i.e., not including any fringe benefits) at the rate in effect immediately prior to the date of termination for a period of one year following the date of termination and payable in accordance with the College’s payroll procedures.

6.02 By Dr. Jones.

- a. Dr. Jones may terminate this Agreement under the following events and conditions:
 - 1) Upon her retirement from the field of higher education.
 - 2) Upon voluntary termination by Dr. Jones for any other reason. Termination under this subsection shall be with not less than twelve months’ written notice to the Board.
- b. In the event of termination by Dr. Jones under these conditions, she will not be entitled to a continuation of compensation and benefits after the effective date of the termination. Nor will Dr. Jones be entitled to any severance pay or benefits as set forth in Section 6.01 of this Agreement.

6.03 By Agreement of the Parties. This Agreement may be terminated at any time by written mutual agreement of the parties. In the event of a termination of employment under this Section, Dr. Jones shall be entitled to accrued benefits as discussed in Section 6.01(b) and no additional compensation or benefits.

6.04 The College is not liable for Dr. Jones's loss of any other income, benefits, or perquisites from any other source, except as set-forth Sections 6.01 through 6.03 above.

6.05 Return of Property. Upon termination of her employment for any reason, Dr. Jones will promptly deliver to the College all of the College's property, products, equipment (including automobile, cell phone, computer equipment, and electronic devices) and all originals and copies of business reports, business forms, leases, contracts, financial statements, strategic plans and any other written or printed material in Dr. Jones's possession or control, and belonging to the College.

ARTICLE VII OTHER CONDITIONS

7.01 Confidential Information. Dr. Jones acknowledges that, in the course of the performance of this Agreement, she may learn certain confidential and proprietary information about the College's business ("Confidential Information"). Dr. Jones agrees she will keep all such information strictly confidential; that she will not use it for any other purpose other than to perform her obligations hereunder. Dr. Jones will not, without the prior written consent of the Board, 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 Dr. Jones's failure to provide such Confidential Information would subject Dr. Jones to criminal or civil sanctions and then only if Dr. Jones provides advance written notice to the Board of such disclosure. The restrictions imposed on the release of Confidential Information described in this provision may be enforced by the Board 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. The restrictions imposed in this Confidential Information Section are subject to the Ohio Public Records Act, O.R.C. 149.43, *et seq.* This provision constitutes an essential element of this Agreement, without which the Board would not have entered into this Agreement. This provision shall survive termination of this Agreement.

7.02 Intellectual Property. Dr. Jones agrees to assign to the College all intellectual property developed or conceived by her, or jointly with others, during Dr. Jones'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. Dr. Jones understands and agrees that Ohio Revised Code 3345.14 is applicable to her. For purposes of this Agreement, "intellectual property" means inventions, discoveries, business or technical innovations, creative or professional work product, or works of authorship. Dr. Jones 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.

7.03 Indemnification. To the extent allowable by law, the College shall indemnify Dr. Jones in any civil, administrative or investigative action, arising out of her employment as the President of Stark State College, including the payment of expenses such as attorney's fees, judgments, fines, and amounts paid in a settlement actually and reasonably incurred by her, to the extent that she acted in good faith and not manifestly outside the scope of her employment.

ARTICLE VIII GENERAL PROVISIONS

8.01 Extension or Amendment of Agreement. This instrument contains the entire agreement between the parties. 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.

8.02 Applicable Law and Venue. The laws of the state of Ohio shall be applicable to any questions which may arise relating to the validity, interpretation, performance and/or enforcement of this

Agreement and each of its provisions. Exclusive jurisdiction for the construction, interpretation and/or enforcement of this Agreement shall reside within the appropriate state or federal court having jurisdiction over Stark County, Ohio.

8.03 Assignment and Survivorship of Benefits. The rights and obligations of the College under this Agreement will inure to the benefit of, and will be binding upon the successors and assigns of the Board and the College.

8.04 Severability. In the event that any provision of this Agreement is or shall be determined to be contrary to law, such provision shall be deemed invalid and of no force and effect. The remainder of the Agreement shall remain in full force and effect.

8.05 Notices. Any notice given to either party to this Agreement will be in writing and will be deemed to have been given when delivered personally or sent by certified mail, postage prepaid, return receipt requested, duly addressed to the party concerned, at the address indicated below or to such changed address as such party may subsequently give notice of:

If to the Board: Stark State College
Attention: Chair of the Board of Trustees
6200 Frank Avenue NW
North Canton, Ohio 44720

If to Dr. Jones: Dr. Para M. Jones
6800 Graystone Circle N.W.
Canton, Ohio 44718

Pursuant to Ohio Revised Code 3345.77, notice is hereby given and acknowledgment made that this contract and its terms shall be subject to and superseded by O.R.C. 3345.71 *et seq.* relative to performance evaluations, the suspension of authority, duties, pay and termination of employment under special circumstances.

In accordance with the requirements of Ohio Revised Code Section 5705.41(D), I hereby certify that the money to meet the attached obligation has been lawfully appropriated or authorized for such purchase, and is in the treasury or in the process of collection to the credit of the proper fund and free from any previous or outstanding obligation or certification.

Thomas A. Chiappini
Vice President of Business and Finance/Treasurer

Date

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written by:

STARK STATE COLLEGE

BY: _____
Alice C. Stephens
Chair of the Board of Trustees

Date

AND

BY: _____
Karen Lefton, Esq.
Vice Chair of the Board of Trustees

Date

PRESIDENT

BY: _____
Para M. Jones, Ph.D.
President

Date

State Stark College
Retention Incentive Benefit Arrangement

Amendment and Restated
Effective July 1, 2021

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INTRODUCTION

WHEREAS, Stark State College ("Employer") is a governmental organization;

WHEREAS, Stark State College has established Stark State College 403(b) Plan ("Plan"), pursuant to Internal Revenue Code ("Code") Section 403(b) to provide retirement benefits to participants in the Plan;

WHEREAS, Section 415(m) of the Code authorizes a governmental organization to establish a qualified excess benefit plan as a portion of a governmental plan;

WHEREAS, the purpose of Stark State College Retention Incentive Benefit Arrangement ("Arrangement") is to provide that portion of a participant's benefit that would otherwise be payable under the terms of the Plan except for the limitation on benefits imposed by Section 415(c) of the Code;

WHEREAS, this Arrangement is intended to comply with Section 415(m) of the Code;

NOW, THEREFORE, the Employer established this Arrangement effective July 19, 2017 and the Employer wishes to amend and restate the document effective July 1, 2021.

GENERAL PROVISIONS

Except as noted herein, this Arrangement shall operate in accordance with the Plan and the policies and procedures adopted hereunder.

ARTICLE I

DEFINITIONS

- 1.1 **Arrangement** means Stark State College Retention Incentive Benefit Arrangement set forth herein, as amended from time to time.
- 1.2 **Beneficiary** means the individual, trustee, estate or legal entity entitled to receive benefits under this Arrangement which become payable in the event of the Participant's death.
- 1.3 **Benefit Commencement Date** means the date of commencement of benefits under the Arrangement, as elected by the Participant on a form provided by the Employer pursuant to Section 5.2; provided, however, that the Benefit Commencement Date cannot be earlier than the Participant's attainment of the Severance from Service Date. If the Participant has not made a valid election as to her Benefit Commencement Date, the Participant's Benefit Commencement Date shall be the date of the Participant's Severance from Service.
- 1.4 **Code** means the Internal Revenue Code of 1986, as amended.

- 1.5 **Disabled** means the date a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.
- 1.6 **Effective Date** means July 19, 2017.
- 1.7 **Employer** means Stark State College.
- 1.8 **Participant** means the President of the Employer on the Effective Date of this Arrangement.
- 1.9 **Plan** means Stark State College 403(b) Plan related to this Arrangement, as amended from time to time.
- 1.10 **Plan Year** means the calendar year.
- 1.11 **Severance from Service Date** means the earlier of the date on which the Participant quits, retires, is discharged or dies.

ARTICLE II

PARTICIPATION IN THE ARRANGEMENT

The Participant shall be eligible to receive contributions as determined under Section 3.3.

ARTICLE III

CONTRIBUTIONS

- 3.1 **Commencement of Contributions.** Notwithstanding anything herein to the contrary, contributions made to this Arrangement shall only commence when the Employer contributions under Section 3.3(a) hereunder, in the aggregate, exceed the contribution limits described in Section 415(c) of the Code for the applicable Plan Year. However, the Employer may set aside amounts and invest these amounts on a regular basis (e.g. per calendar month), to meet its obligations under the Arrangement. In the event the Participant ceases to participate in the Arrangement or the Arrangement is terminated prior to the date the Employer contributions under Section 3.3(a) hereunder, in the aggregate, exceed the contribution limits described in Section 415(c) of the Code, no amount set aside by the Employer for that Plan Year will be contributed to the Arrangement and the assets will remain property of the Employer.
- 3.2 **Employee Contributions.** Employee contributions to the Arrangement shall not be permitted.
- 3.3 **Employer Contributions.** Employer contributions to the Arrangement shall be determined by subtracting the amount determined under subparagraph (b) from the amount determined under subparagraph (a) herein:

- (a) The Employer contribution to the Plan for the applicable Plan Year, disregarding any limitations on contributions that would be applicable under the Plan to limit annual additions to the amount defined in Section 415(c) of the Code.
- (b) The Employer contribution made to the Plan for the applicable Plan Year.

3.4 ***Vesting.***

- (a) The Participant shall be one hundred percent (100%) vested on July 1, 2020 in any Employer contributions made on her behalf under this Arrangement as of such date. The Participant shall be one hundred percent (100%) vested on any Employer contributions made to this Arrangement on or after July 1, 2021.
- (b) Notwithstanding the foregoing, in the event the Participant dies or becomes Disabled, she shall become one hundred percent (100%) vested in any Employer contributions deemed to have been contributed to the Arrangement as of her date of death or the date she is determined Disabled. Employer contributions shall be deemed to be contributed to this Arrangement by July 1st of each applicable Plan Year.

ARTICLE IV

INVESTMENTS

- 4.1 ***Investments.*** Employer contributions under this Arrangement may be invested as the Employer elects.

Notwithstanding the foregoing, the Employer may permit the Participant to direct the investment of Employer contributions under this Arrangement. However, the Employer retains the sole discretion to decide how to invest any contributions. In the event that the Employer invests contributions in any or all of the investments elected by the Participant, the Participant shall have no rights in or to such investments themselves.

- 4.2 ***Unfunded Status.*** The Arrangement is intended to be unfunded. Any reference in this Arrangement to Employer contributions shall refer to notional contributions. Investments, if any, purchased by the Employer to support the liabilities under this Arrangement shall be registered in the name of the Employer and held as a general asset on its books of account, shall be subject to all claims of its creditors, and shall not be a trust fund or collateral security for the Employer's obligation to pay the Participant's benefits.

ARTICLE V

PAYMENT OF BENEFITS

- 5.1 ***Benefit Amounts.*** The amount of benefits payable to or on behalf of the Participant under this Arrangement shall be equal to the vested Employer contributions made on behalf of the Participant (reduced by Plan expenses properly chargeable to the Participant) and increased by the investment factor.

For this purpose, the investment factor shall be equal to the average annual investment earnings (not adjusted for investment losses) that the College realizes as a result of the investment of the Employer contributions. The average annual investment earnings shall be determined from the date of the deemed Employer contributions. In the event the Participant directs the investments, the investment factor shall be equal to the gain, or loss, that would have been realized on the contributions made on behalf of the Participant had those amounts been invested in accordance with the Participant's investment instructions under the Arrangement.

- 5.2 **Commencement of Benefits.** Payment of vested benefits to the Participant will begin as soon as administratively practicable following the Participant's Benefit Commencement Date. Withdrawals from the Arrangement prior to the Benefit Commencement Date are not permitted under any circumstances.
- 5.3 **Election of Form of Payment.** The Participant or Beneficiary may elect the form of distribution of his or her benefits and may revoke that election, with or without a new election, at least one year in advance of the Benefit Commencement Date chosen under the changed election form by notifying the Employer or its designee in writing of such election. In the event that no such election is made prior to the date contributions to the Arrangement commence, distributions from this Arrangement shall be payable in a lump sum as soon as administratively practicable following the Participant's Benefit Commencement Date.
- 5.4 **Forms of Payments.** The forms of benefit payments under the Arrangement shall follow the form of benefit payment under the Plan, subject to the limitations of the applicable Investment Sponsor.
- 5.5 **Beneficiary Designation.** The Participant shall have the right to designate a Beneficiary, and amend or revoke such designation at any time prior to the Benefit Commencement Date, in writing, on a form approved by the Employer or its designee. Such designation, amendment or revocation shall be effective upon satisfactory receipt by the Employer or its designee.
- 5.6 **Failure to Designate a Beneficiary.** If the Participant fails to designate a Beneficiary under the Arrangement, if the designated Beneficiary dies prior to the death of the Participant, or if the Participant revokes a prior designation in writing filed with the Employer without filing a new designation, then any death benefit which would have been payable to the Beneficiary shall be paid to Participant's spouse, if living; if not living, equally to the Participant's children; or if none survive, then to the Participant's estate.

ARTICLE VI

ADMINISTRATION OF THE ARRANGEMENT

- 6.1 **Employer Responsibilities.** The Employer shall be responsible for the interpretation of the Arrangement and for performing other duties required for the operation of the Arrangement. Any action taken on any matter by the Employer shall be made in its sole and absolute discretion based on this Arrangement document and shall be final, conclusive,

and binding on all parties. In order to discharge its duties hereunder, the Employer shall have the power and authority to delegate ministerial duties and to employ such outside professionals as may be required for administration of the Arrangement. The Employer shall also have authority to enter into agreements necessary to implement this Arrangement.

- 6.2 **Investments.** The Employer retains the sole discretion to decide (a) whether to invest the amounts deferred, and (b) if such amounts are invested, the actual investment funds.

ARTICLE VII

AMENDMENT OR TERMINATION OF ARRANGEMENT

The Employer reserves the right at any time to amend, including the right to amend or to modify the arrangement retroactively, or to terminate the Arrangement at any time by formal action of its Board of Trustees as long as the amendment or termination does not reduce the Participant's benefits prior to the date of the amendment or termination. In the event of a termination of the Arrangement, the Employer shall notify the Participant of the termination, the Participant's benefit under the Arrangement shall be fully vested and non-forfeitable and payment of all benefits under the Arrangement shall be made pursuant to the applicable provisions of Article V.

ARTICLE VIII

MISCELLANEOUS

- 8.1 **Arrangement Non-Contractual.** Nothing contained in this Arrangement will be construed as a commitment or agreement on the part of any person to continue his or her employment with the Employer, and nothing contained in this Arrangement will be construed as a commitment on the part of the Employer to continue the employment or the rate of compensation of any person for any period, and all employees of the Employer will remain subject to discharge to the same extent as if the Arrangement had never been put into effect.
- 8.2 **Claims of Other Persons.** The provisions of the Arrangement will in no event be construed as giving the Participant or any other person, firm, corporation or other legal entity, any legal or equitable right against the Employer, its officers, employees, directors or trustees, except the rights as are specifically provided for in this Arrangement or created in accordance with the terms and provisions of this Arrangement.
- 8.3 **Assignments.** The Participant's right to receive benefit payments under the Arrangement is not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of the Participant or the Participant's Beneficiary.
- 8.4 **Contracts.** In the case where there is any inconsistency or ambiguity between the terms of the Arrangement and those of any contract, certificate or trust, if any, funding the Arrangement, the terms of the Arrangement control.

- 8.5 **Representations.** The Employer does not represent or guarantee that any particular Federal or State income, payroll, personal property or other tax consequence will result from participation in this Arrangement. The Participant should consult with professional tax advisors to determine the tax consequences of her participation. Furthermore, the Employer does not represent or guarantee investment returns with respect to any Investment Options and shall not be required to restore any loss, which may result from such investment or lack of investment.
- 8.6 **Severability.** If a court of competent jurisdiction holds any provision of this Arrangement to be invalid or unenforceable, the remaining provisions of the Arrangement shall continue to be fully effective.
- 8.7 **Applicable Law.** This Arrangement shall be construed in accordance with applicable Federal law and, to the extent otherwise applicable, the laws of the State of Ohio.

Executed:

Stark State College

Alice A. Stephens

By: Alice A. Stephens

Title: Chair, Board of Trustees

Date: _____

Thomas A. Chiappini

By: Thomas A. Chiappini

Title: Vice President of Business, Finance and Information Technology

Date: _____

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
August 11, 2021

REGULAR MEETING

The Board of Trustees of Stark State College held its regular monthly meeting on August 11, 2021.

CALL TO ORDER

Chair Alice Stephens called the meeting to order at 8:01 a.m.

ROLL CALL

The following board members were present: Karen Lefton, Harun Rashid, Elaine Russell Reolfi, Alice Stephens, Jeffery Walters, Fonda Williams and Patricia Wackerly.

The following board member was absent: Tracy Carter.

The following administrators were present: Para Jones, Lada Gibson Shreve, Tom Chiappini, Marisa Rohn and Stephanie Sutton.

RECOGNITION OF VISITORS

The following visitors were present: Angela Smith-Alder and Teri Ross.

PUBLIC REQUESTS

None.

OATH OF OFFICE

President Jones administered the oath of office to Karen Lefton and Patricia Wackerly. Their terms begin August 2, 2021 and conclude August 1, 2024. Chair Stephens thanked them for their time and commitment.

ELECTION OF OFFICERS

Trustee Williams made the motion to nominate Karen Lefton for Chair of the Board of Trustees. Trustee Walters provided the second. The motion passed.

Trustee Williams made the motion to nominate Harun Rashid for Vice Chair of the Board of Trustees. Trustee Walters provided the second. The motion passed.

CONSENT AGENDA

Trustee Wackerly moved to consider and approve the Consent Agenda. Trustee Rashid provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the June 9, 2021 meeting; Personnel Actions; and Treasurer's Report.*

NEW BUSINESS

President Jones presented details for the first reading of revised Policy 15-11-05 Board Attendance and Electronic Meeting of the Board of Trustees. The policy has been reviewed and approved by the Attorney General's Office. This policy will be reviewed at the next meeting, and then voted on at the third meeting.

PRESIDENT'S REPORT

In addition to the written *President's Report*, Dr. Jones highlighted the following:

- Enrollment is improving slightly. We are currently down 3% in head count and full-time equivalent as of today. We are seeing improvements, and students are looking forward to face-to-face classes this fall.
- The free tuition campaigns continue and are going well. So far, we see positive enrollment impact and hope to see more. We are seeing an increase in new students, and CCP is up 17%. Our free tuition program is attracting 2021 high school graduates.
- COVID Funding -- Stark State has been receiving and carefully utilizing federal funds for pandemic-related student needs, following guidance from federal, state and legal experts. Thus far, the vast majority of funds have been used to help students.
 - **CARES Act** -- \$5M. These have been used for emergency funds to help students stay in college during the pandemic.
 - **CRRSA** -- \$12.5 M. These funds are providing free tuition for high school seniors and discounted tuition for all other students.
 - **American Rescue Plan (ARP)** -- \$21.5 M --
 - Fall tuition programs
 - Free Fall Tuition for 2021 High School Seniors
 - \$100 off per credit hours for all other students
 - Students with "exceptional need" will be prioritized and will receive additional awards (regulatory requirement)
 - As of 8/4/2021, 2,906 students have been awarded \$4,709,542 for Fall 2021
- The new Stark State Leadership Academy has started, with positive feedback from participants.
- Faculty and staff are participating in various community leadership opportunities:
 - Brian Moore, faculty member, has been selected as a member of this year's Leadership Akron class.
 - Pam Arrington, Registrar, has been selected to participate in the Stark County Signature Leadership Program.
 - Tamara Ramos, staff member, has been selected to participate in the United Way of Greater Stark County's Project Blueprint Program for Diversity, Equity and Inclusion.
 - Stanley Williams, staff member, has been selected to participate in the Leadership Akron Diversity Board Program.
- Many thanks to the many faculty and staff volunteers who staffed the College booths at the Summit County Fairgrounds, the Akron Rubber Ducks, the Hall of Fame Balloon Classic, other community events over the summer. These events are important opportunities to make our communities aware of our college.

CHAIR'S REPORT

- Chair Stephens shared that we will have a new board member, Marlé Fernandes of The Timken Company, who will fill Jerry Gilin's open seat. She will be sworn in at the September board meeting, and we look forward to her joining the board.
- Chair Stephens shared about the Trustees Scholarship Endowment and reminded Trustees to donate to this important scholarship fund for Stark State students.
- Chair Stephens reported that the OACC conference has been postponed due to COVID. It may be rescheduled for later this fall.
- The AIM Higher Workforce Education Conference, sponsored by the Governor's Office of Workforce Transformation, will be held October 6. Details will be sent to the trustees.

COMMUNICATIONS

Board members reviewed the calendar of events.

EXECUTIVE SESSION

At 8:23 a.m., Trustee Williams moved to go into Executive Session to discuss compensation of a public employee, according to R.C. 121.22G (1). Trustee Walters provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 8:55 a.m., Vice Chair Lefton moved to return to open session. Trustee Reolfi provided the second for the motion. The motion carried.

Vice Chair Lefton moved to adopt the revision to Dr. Jones's Employment Agreement dated July 1, 2021 to add Section 3.03 Performance Incentive Bonus as follows:

3.03 Performance Incentive Bonus. On an annual basis, based upon the fiscal year of the College, the Board may award to Dr. Jones a performance incentive bonus based upon her attainment of written goals or objectives (set forth on her Annual Measure comparison chart) previously established by the Board, provided that Dr. Jones remains continuously employed as President through the last day of such fiscal year. The Board shall make its best efforts to provide Dr. Jones with these goals and objectives at least thirty (30) days preceding the beginning of each fiscal year of the College during the term of the Agreement. Dr. Jones shall be eligible to receive up to fifteen percent (15%) of her base salary for the applicable fiscal year pursuant to this Section 3.03. Any performance incentive bonus described in Section 3.03 shall be earned for each fiscal year of the College ending on June 30 and shall be paid in a lump sum payment within ninety (90) days of the date the Board makes its determination as to whether Dr. Jones satisfied the written goals and objectives for such fiscal year. The Board shall make a determination as to the satisfaction of the written goals and objectives no later than the July Board meeting following the end of the fiscal year under review. The Board reserves the right to approve a pro rata share of the performance incentive bonus for partially achieved goals and objectives. Any performance incentive bonus paid under this Section 3.03 shall be subject to federal, state or local income and employment tax liability and shall be subject to supplemental withholding. Notwithstanding the preceding, any such performance incentive bonus paid under this Section 3.03 shall be contingent upon the College treasurer's certification that such funds are available as required pursuant to O.R.C. Section 3357.10.

Trustee Reolfi provided the second for the motion. The motion was approved unanimously.

ADJOURNMENT

At 9:07 a.m., Trustee Wackerly moved to adjourn. Trustee Rashid provided the second for the motion. The motion carried.

Alice C. Stephens
Chair
August 11, 2021

Para M. Jones, Ph.D.
President
August 11, 2021

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
September 8, 2021

REGULAR MEETING

The Board of Trustees of Stark State College held its regular monthly meeting on September 8, 2021.

CALL TO ORDER

Chair Karen Lefton called the meeting to order at 8:08 a.m.

ROLL CALL

The following board members were present: Karen Lefton, Chair Harun Rashid, Alice Stephens, Elaine Russell Reolfi, Tracy Carter, Marlé Fernandes, Jeffery Walters, and Fonda Williams.

The following board member was absent: Patricia Wackerly. Trustee Wackerly participated by phone, although currently only in-person attendance can be counted.

The following administrators were present: Para Jones, Lada Gibson Shreve, Tom Chiappini, and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Angela Smith-Alder, Robyn Steinmetz, and Teri Ross.

PUBLIC REQUESTS

None.

OATH OF OFFICE

President Jones administered the oath of office to new Trustee Marlé Fernandes. Her term begins August 2, 2021 and concludes August 1, 2024. Chair Lefton welcomed Trustee Fernandes, who shared her background and short bio.

CONSENT AGENDA

Trustee Stephens moved to consider and approve the Consent Agenda. Trustee Williams provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the August 11, 2021 meeting; Personnel Actions; and Treasurer's Report.*

NEW BUSINESS

President Jones presented details for the second reading of revised Policy 15-11-05 Board Attendance and Electronic Meeting of the Board of Trustees. The policy has been reviewed and approved by the Attorney General's Office. The third and final review of this policy and vote will take place at the next board meeting.

Trustee Carter moved to approve the Resolution to Approve an Increase in the General Fee, Effective Spring 2022. Trustee Reolfi provided the second for the motion.

The Resolution was approved unanimously as follows:

RESOLUTION**TO APPROVE AN INCREASE IN THE GENERAL FEE, EFFECTIVE SPRING 2022**

WHEREAS, the Board of Trustees of Stark State College has determined that there is a need for additional operating revenue to continue providing quality academic programs to students; and

WHEREAS, Stark State College provides students with excellent education and the lowest tuition in the region; and

WHEREAS, the state Budget Bill (Am. Sub. H.B. 110) of the 134th General Assembly allows community and technical colleges to increase the tuition rate to the maximum amount allowed by this section; and

WHEREAS, Stark State College, like other community colleges and universities in Ohio, will comply with the tuition caps/limited tuition increases in Am. Sub. H.B. 110/State Operating Bill;

THEREFORE, BE IT RESOLVED that the Board of Trustees of Stark State College authorizes an increase in the per credit hour rate of the General Fee of \$5.00 from \$53.10 to \$58.10. The increase will be effective for Spring Semester 2022

This resolution is enacted on this 8th day of September, 2021.

Karen Lefton, Esq.
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

Trustee Carter moved to approve the Resolution to Establish Fee for the Professional Digital Reporting Program, effective Spring 2022. Trustee Stephens provided the second for the motion.

The Resolution was approved unanimously as follows:

RESOLUTION**To Establish Fee for the Professional Digital Reporting Program
Effective Spring 2022**

WHEREAS, Stark State College wishes to expand the delivery of credit courses in the Digital Reporting Program within the Digital Media and Administrative Technologies Department;

WHEREAS, the College has studied the costs of software required for the courses in order to establish a fee;

WHEREAS, the College wishes to establish a fee to cover software for the digital reporting course in order to expand and maintain a high-quality program. The recommended fee is as follows:

PDR1502	Digital Reporting Application	\$100.00 per student
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NOW, THEREFORE, BE IT RESOLVED, effective Spring 2022, the Board of Trustees of Stark State College authorizes the establishment of a fee per course to be amended, as needed, based on changes in market prices.

BE IT FURTHER RESOLVED, that the Board of Trustees of Stark State College approved this resolution on the 8th day of September 2021.

Karen Lefton, Esq.
Chair, Board of Trustees

Para M. Jones, Ph.D.
President

PRESIDENT'S REPORT

In addition to the written *President's Report*, Dr. Jones highlighted the following:

- Current enrollment as of August 31 is at 10,629 in head count (101.2% of our goal) which is down 1.8%; full-time equivalent is at 2,864 (114.1% of our goal) which is down 3.1%. Stark State is doing well in comparison to other universities and community colleges. We continue to see improvements.
- The free tuition campaigns continue and are going well, and we are seeing positive enrollment impact. We will have a full report on these campaigns at our next board meeting.
- Stark State College Instructor **Chip Gerstenslager** has been honored for educator excellence in online course design, interaction and collaboration, assessment and learner support. He was named a winner in the 2020 Exemplary Course Program Awards by Blackboard, a top learning management system that also includes online collaborative learning, mobile learning, education analytics and accessibility.
- I attended the Governor's Luncheon for the Ohio Association of Community College Presidents at the Governor's Residence. It was very informative and a great opportunity to share some of Stark State's successes. The Governor especially appreciated our vaccine incentives and COVID protocols to keep everyone healthy and safe. The Governor asked community college presidents to double-down on our workforce efforts to fill in-demand jobs in Ohio.
- I attended Summa's unveiling of the hospital's \$15 million gift and the naming of the hospital tower to honor the donors. Stark State security and facilities staff worked closely with our Summa friends to make the celebration, which took place on our campus, a huge success. It was a wonderful event that exposed some 400 attendees to our beautiful Akron facility. Summa CEO Dr. Cliff Deveny and Summa Foundation President Phyllis Ferrara were generous in recognizing Stark State.
- Stark State is one of 27 two- and four-year higher education institutions to receive an Ohio School Safety Center grant. The College was awarded \$170,100, which will be used security cameras and radios for security officers.

CHAIR'S REPORT

- Chair Lefton shared that next month Trustees will receive information to complete their Ethics training. Please watch for an email with instructions from the President's Office.
- Chair Lefton also reminded Trustees they will receive their annual Code of Conduct form by email for their signature in October.

COMMUNICATIONS

Board members reviewed the calendar of events.

EXECUTIVE SESSION

At 8:29 a.m., Trustee Williams moved to go into Executive Session to consider a legal matter according to R.C. 121.22G (3). Trustee Stephens provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 9:00 a.m., Trustee Reolfi moved to return to open session. Trustee Williams provided the second for the motion. The motion carried.

ADJOURNMENT

At 9:01 a.m., Trustee Reolfi moved to adjourn. Vice Chair Rashid provided the second for the motion. The motion carried.

Karen Lefton, Esq.
Chair
September 8, 2021

Para M. Jones, Ph.D.
President
September 8, 2021

6.1

Record of Proceedings

Board of Trustees
Stark State College

North Canton, Ohio
October 13, 2021

REGULAR MEETING

The Board of Trustees of Stark State College held its regular monthly meeting on October 13, 2021.

CALL TO ORDER

Chair Karen Lefton called the meeting to order at 8:00 a.m.

ROLL CALL

The following board members were present: Karen Lefton, Harun Rashid, Alice Stephens, Elaine Russell Reolfi, Tracy Carter, Marlé Fernandes, Patricia Wackerly and Fonda Williams.

The following board member was absent: Jeffery Walters.

The following administrators were present: Para Jones, Lada Gibson Shreve, Tom Chiappini, Stephanie Sutton and Marisa Rohn.

RECOGNITION OF VISITORS

The following visitors were present: Angela Smith-Alder, Robyn Steinmetz, and Teri Ross.

PUBLIC REQUESTS

None.

CONSENT AGENDA

Trustee Carter moved to consider and approve the Consent Agenda. Trustee Stephens provided the second for the motion.

The vote was called. The Consent Agenda was approved unanimously and included the following: *Minutes of the September 8, 2021 meeting; Personnel Actions; and Treasurer's Report.*

NEW BUSINESS

President Jones presented details for the third and final reading of revised Policy 15-11-05 Board Attendance and Electronic Meeting of the Board of Trustees. The policy has been reviewed and approved by the Attorney General's Office.

Trustee Reolfi moved to approve the Board Attendance and Electronic Meeting policy. Trustee Williams provided the second for the motion.

The Board Attendance policy was approved unanimously as follows:

STARK STATE COLLEGE
POLICIES AND PROCEDURES MANUAL

**BOARD ATTENDANCE AND ELECTRONIC
MEETING OF THE BOARD OF TRUSTEES**

Policy No. 3357:15-11-05

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Effective: 01/01/1995

Revised: 10/05/2009

Revised: 02/14/2015

Revised: 10/13/2021

POLICY:

Am.Sub.S.B.226, enacted by the General Assembly, provides that “any member of a board of trustees of an institution of higher education who fails to attend at least three-fifths of the regular and special meetings held by that board during any two-year period forfeits his position on that board.” There is no appeal mechanism.

Attending regular meetings via Electronic Communication.

(A) Definitions:

- (1) Electronic Communication: live, audio-enabled communication that permits the trustees attending a meeting, the trustees present in person at the place where the meeting is conducted, and all members of the public present in person at the place where the meeting is conducted to simultaneously communicate with each other during the meeting.

(B) Pursuant to R.C. 3345.82, the Board of Trustees can conduct a meeting defined under Policy (15-11-04 Meetings) (“meeting”) using electronic communication so long as the following criteria in sections (C) and (D) below are met:

(C) Trustee’s responsibility:

- (1) Each Trustee must be present annually for one-half of the regular meetings of the Board. Trustees should provide at the annual organization meeting, the meetings they intend to attend in-person for the year.
- (2) If a Trustee intends to attend a Board meeting through electronic communication, the Trustee must notify the Chairperson of the Board within 48 hours of intent to attend. In the event of a declared emergency, the Trustee must notify the Chairman of the Board as soon as practical. If the Chairperson intends to attend electronically, they shall notify the Vice-Chairperson.

(D) Meeting Conduct:

- (1) During a meeting conducted by electronic communication, 1/3 of the Trustees must be present in-person. If the Chairperson determines within 48 hours of a scheduled meeting this criterion will not be met, they shall either:
 - (a) Work with Trustees previously intending to attend by electronic means to attend in-person to meet the 1/3 requirement.
 - (b) Reschedule the meeting.
- (2) During a meeting conducted by electronic communication, votes of the Board of Trustees are conducted using a roll call.
- (3) The Board of Trustees will follow all other established procedures during a meeting conducted by electronic communications.

PRESIDENT’S REPORT

In addition to the written *President’s Report*, Dr. Jones highlighted the following:

- Despite continued COVID challenges, new student enrollment is significantly higher than it has been in several years, due to the Free Fall Tuition campaign. In keeping with COVID’s negative impact, other colleges and universities in the region and state have significant enrollment declines. The free

tuition and half-off campaigns continue to go well. We hope to continue to see positive enrollment impact from these campaigns.

- Free Tuition for '21 High School Graduates and \$100 Off for all other students will continue for the second 8-week session of Fall 2021, which begins on October 23. Looking ahead, we are planning:
 - Spring Semester, 2022 - \$100 off for all students
 - Fall, 2022 – Free tuition for 2022 High School graduates
- Current enrollment as of October 6, 2021: headcount enrollment is 10,508 (98.2% of our goal), down 2.1% compared to Fall 2021; and full-time equivalent (FTE) enrollment is at 2,509 (106.2% of our goal), down 1.6% from Fall 2021.
- We are excited to announce that Stark State Fall Commencement Ceremony on January 9, 2022, will be in-person at the Canton Civic Center. More details will be forthcoming.
- The President and staff are hosting lunches/focus groups with new students directly from high school to learn about their Stark State experience thus far. We will track the success rates of these recent high school students.
- During our annual CCP Counselor meeting with local high schools, guidance counselors volunteered to help us get the word out early about Free Fall Tuition for 2022 high school graduates.

CHAIR'S REPORT

- Chair Lefton reminded Trustees to complete their Ethics training, if they have not already done so. Please email your certificate to the President's Office.
- Chair Lefton also reminded Trustees to sign their annual Trustee's Commitment form and return to the President's Office.

COMMUNICATIONS

Board members reviewed the calendar of events. Trustees were reminded to notify Chair Lefton and the President's Office if you plan to attend a board meeting electronically. There is a 48-hour requirement per the new Board Attendance and Electronic Meeting policy.

EXECUTIVE SESSION

At 8:39 a.m., Trustee Wackerly moved to go into Executive Session to consider an employment matter according to R.C. 121.22G (1). Vice Chair Rashid provided the second for the motion. A roll call vote was taken, and all members voted aye.

At 9:10 a.m., Trustee Carter moved to return to open session. Trustee Williams provided the second for the motion. The motion carried.

ADJOURNMENT

At 9:11 a.m., Trustee Carter moved to adjourn. Trustee Stephens provided the second for the motion. The motion carried.

Karen Lefton, Esq.
Chair
October 13, 2021

Para M. Jones, Ph.D.
President
October 13, 2021