

**RESOLUTION NO. 15-22**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN EMPLOYMENT CONTRACT WITH DR. MORRIS W. BEVERAGE JR. FOR THE POSITION OF COLLEGE PRESIDENT**

**WHEREAS**, the Board of Trustees has determined that is it in the best interests of the Lake County Community College District to enter into a new contract with Dr. Morris W. Beverage Jr. as President of the College; and

**WHEREAS**, the Board of Trustees and Dr. Beverage have reached agreement relative to the terms and conditions of the employment contract,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Lake County Community College District, Lake County, Ohio that:

Section 1. The Chairman of the Board of Trustees be and is hereby authorized and directed to enter into a Contract of Employment on behalf of the College with Dr. Morris W. Beverage Jr. for the position of College President, said Contract being substantially as attached hereto as Exhibit "A" and specifically made a part hereof.

Section 2. All formal actions of this Board relating to the enactment of this resolution were taken and adopted in open meetings and all deliberations of this Board or any of its committees which resulted in such formal actions were in full compliance with the law.

**ADOPTED:**

**LAKE COUNTY COMMUNITY COLLEGE DISTRICT**

August 29, 2022

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*Board Chair*

**ATTEST:**

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*Board Secretary*

## EXHIBIT "A"

### EMPLOYMENT CONTRACT BETWEEN BOARD OF TRUSTEES OF LAKE COUNTY COMMUNITY COLLEGE DISTRICT, AND DR. MORRIS W. BEVERAGE JR.

THIS CONTRACT is made and entered into by and between the **BOARD OF TRUSTEES, LAKE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as the "Board" or "College" and **DR. MORRIS W. BEVERAGE, JR.**, hereinafter referred to as "President".

In consideration of the mutual promises and provisions hereinafter set forth, the parties do agree as follows:

#### ARTICLE 1. EMPLOYMENT OF PRESIDENT

The College hereby employs DR. MORRIS W. BEVERAGE, JR., as President, and the President hereby accepts such employment, for the term of this contract, subject to the provisions and specifications hereinafter set forth.

#### ARTICLE 2. TERM OF EMPLOYMENT

This contract shall be effective as of January 1, 2023, through December 31, 2025, subject to prior termination as hereinafter provided.

#### ARTICLE 3. DUTIES OF PRESIDENT

A. Duties:

The President shall:

(1) Be responsible for the formalization of policies and procedures requiring Board approval, and recommendations for Board action, as well as implementation of all College policies and procedures. The President shall serve as chief executive and administrative officer of the College and be directly responsible to the Board of Trustees for the total operation of the College.

(2) Perform all other duties specifically designated by statute or other applicable law to the president of a community college within the State of Ohio, and/or as assigned to him from time to time by the Board of Trustees. He shall maintain communication with the Board of Trustees and shall supervise all employees of the College, with the exception of the Treasurer of the College.

(3) Be concerned as an educational leader of Lakeland Community College with the overall educational thrust and productivity of the College.

(4) Provide direction and recommendations for the educational development of students and for the appropriate increased public awareness of, and interest in, Lakeland Community College.

(5) Preserve the quality of the institution and explore the possible means of extending educational opportunities while being responsive to the scarcity of resources and economic pressures.

(6) Represent the College and foster cooperation with the local, state, regional, national and international communities and educational endeavors.

(7) Develop, in collaboration with the Board of Trustees, an administrative succession plan.

B. Change of Duties:

The duties of President may be changed from time to time by agreement between the parties. Notwithstanding any such change, the employment of President shall continue under this agreement as modified.

C. Place of Performance:

The President shall normally perform his duties at the office of the College. It is understood that, in the performance of his duties, it may become necessary or desirable for him, from time to time, to absent himself from the College on College business matters. The President shall notify the Board Chair if he intends to be absent from his office for a period in excess of one week.

D. Other Employment:

The President shall devote his primary productive time, ability and attention, to the business of the College during the term of his contract. Services of a business, commercial, or professional nature, rendered to any other person or organization for compensation, shall not be permitted without written approval of the College.

#### ARTICLE 4. COMPENSATION

A. Salary:

For services rendered pursuant to this agreement, the College shall pay the President compensation in each year of this contract the sum of \$249,000.00 (Two hundred and forty-nine thousand dollars), which shall include Base Salary (not federal tax deferred) and Deferred Compensation (federal tax deferred), for year 2023 through 2025.

The President shall determine from time to time how any amounts within the Total Salary shall be paid as Base Salary and/or Deferred Compensation.

B. STRS Pickup:

The College, at any time, shall “pick-up” and pay the President’s portion of contribution to the State Teacher’s Retirement System in lieu of contribution by the President. The President shall not have the option of choosing to receive the contributed amount directly.

## ARTICLE 5. BENEFITS

A. Generally:

The President shall be eligible and entitled to fully participate in all fringe benefits, vacation and retirement plans offered by the College to members of its administration, subject to the provisions of applicable regulations and laws. Such participation shall begin and be effective upon the first day of employment pursuant to this contract.

B. Vacation:

The President shall be entitled to thirty-five (35) vacation days per year.

C. Annual Physical Examination:

The President shall undergo a yearly comprehensive physical examination at College expense. Should any results of the examination be identified that could compromise the performance or attendance of the President, such results shall be discussed with the Board Chair.

## ARTICLE 6. EXPENSES

A. Generally:

It is recognized that the President, in connection with the services to be performed by him, and in furtherance of the purposes of the College, will, from time to time, expend monies for business purposes. The President is authorized to incur reasonable business expenses and the College will reimburse the President for all such expenses upon presentation of receipts showing the nature and amount thereof. Business expenses may be incurred only in conformity with the existing policies, budget and regulations of the College, the Ohio Revised Code, the Internal Revenue Service, and other applicable regulations and laws, as they may periodically be revised.

Such expenses include, but are not limited to payment of dues in any professional associations, membership and participation in civic clubs, equipment as is necessary to perform his duties, and expenses for entertainment and similar items. The President's expense reports shall be reviewed by the Board Chair.

B. Automobile:

During the term of this contract, the College will provide, for the sole and exclusive use of the President, an automobile, to-wit: a fully-equipped Buick LaCrosse or its cost equivalent. A new automobile shall be provided when the vehicle is three (3) years old or reaches 60,000 miles, whichever is sooner. Such automobile shall be covered by AAA, maintained and insured by the College, and all expenses for the operation of same shall be paid by the College, except that any personal expenses for personal use will be paid by the President.

#### ARTICLE 7. EVALUATION

A. Formal:

The Board of Trustees shall formally evaluate the performance of the President during the last sixty (60) days of each calendar year, commencing with 2023.

The conclusions or results of such evaluation shall be provided to the President in written form, and shall be in sufficient detail to advise the President of all of the determinations of the Board, including but not limited to, the President's strengths, weaknesses, successes and failures, as well as the expectations of the Board.

B. Informal:

The Board may, at any time during the interval between formal evaluations, elect to evaluate the President's performance on an informal basis. The President shall be advised of such informal evaluation and the determinations or conclusions of the Board shall be communicated to and discussed with him, either by the entire Board or by one or more Board representatives.

#### ARTICLE 8. TERMINATION

A. The Board at any time during the term of this contract shall have the right to terminate the President without cause, provided that the President shall be given prior notice thereof of not less than (1) one year

B. Termination by the Board shall be by an affirmative vote of not less than (5) five trustees.

C. By the President:

The President shall provide the Board of Trustees with not less than twelve (12) months' notice of his decision to terminate. In such event, this agreement shall be deemed to have terminated upon the effective date of the President's departure from office, and the College shall have no further obligation hereunder.

#### ARTICLE 9. INSURANCE - INDEMNIFICATION

The Board shall purchase and maintain at its expense comprehensive professional liability insurance coverage in an amount which both parties deem appropriate, covering the acts or omissions of the President in the course of his employment. In the alternative, the Board may elect to indemnify, defend, and save harmless the President from any suits or claims of any kind arising or alleged to arise out of such acts or omissions. This clause shall survive the termination of this agreement.

#### ARTICLE 10. SEVERABILITY

All agreements contained herein are severable, and in the event any of them, with the exception of those contained in Article 1, shall be held invalid by any competent court, this contract shall be interpreted as if it did not contain such invalid agreement.

#### ARTICLE 11. MODIFICATION OF AGREEMENT

No modification, amendment or extension of this agreement shall be valid unless in writing and signed by both parties.

#### ARTICLE 12. GOVERNING LAW

This agreement shall be interpreted, construed and governed according to the laws of the State of Ohio.

#### ARTICLE 13. NOTICES

Notices required to be given pursuant to this agreement may be effected by either personal delivery in writing, or by registered or certified mail, postage prepaid. Notices delivered personally shall be deemed to have been communicated as of date of actual receipt. Mailed notices shall be deemed communicated as of five (5) days after mailing, or upon actual receipt, whichever is earlier.

ARTICLE 14. OTHER CONDITIONS

In consideration of the agreement herein stated, the President agrees that, within the scope of his responsibilities, he will exert his best effort in implementing all Board directives and policies, and all applicable laws of the State of Ohio. The President further agrees that violation of the laws, rules, and policies of the State of Ohio or of the United States, or for "good cause" as generally defined, may, at the sole discretion of the Board, be cause and grounds for termination of this contract. In the event of termination for cause as listed above, the College will not be liable for fulfilling any terms or conditions of the unexpired contract including but not limited to future salary or expenses. The date of termination shall be the date upon which a notice of termination is delivered to the office of the President.

IN WITNESS WHEREOF, we have hereunto set our hands on the dates hereinafter noted.

LAKE COUNTY COMMUNITY  
COLLEGE DISTRICT

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

\_\_\_\_\_  
Chair of the Board

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

\_\_\_\_\_  
DR. MORRIS W. BEVERAGE JR.  
President