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Board of Trustees

8-26-1985

August 26, 1985 Meeting Minutes

Shawnee State University

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M I N U T E S

Shawnee State Community College
Special Board of Trustees Meeting
August 26, 1985

The meeting was called to order by Vice Chairman Dr. George White.

Members Present: Mr. Jenkins, Mrs. Andrews, Mr. Ferguson, Mr. Hyland, Mr. Brown,
Dr. White - Dr. Carson (8:10 P.M.)

Members Absent: Mr. Morgan, Mr. Rittenour

NEW BUSINESS

Mr. Ferguson moved and Mr. Jenkins seconded a motion to approve Resolution 20-85,
the S.E.A. Contract.

Ayes: Mr. Jenkins, Mrs. Andrews, Mr. Ferguson, Mr. Hyland, Mr. Brown, Dr. White.

Nays: None

Mr. Jenkins moved Resoluiton 21-85, adoption of Faculty salaries for 85-86,
Mr. Hyland seconded the motion.

Ayes: Mr. Jenkins, Mrs. Andrews, Mr. Ferguson, Mr. Hyland, Mr. Brown, Dr. White.

Nays: None

Mr. Brown moved and Mr. Ferguson seconded Resolution 22-85, approving a letter
to be mailed to faculty concerning negotiations.

Ayes: Mr. Jenkins, Mrs. Andrews, Mr. Ferguson, Mr. Hyland, Mr. Brown, Dr. White

Nays: None

Mr. Jenkins moved that the Board go into executive session for the purpose of
discussing Collective Bargaining. Mr. Hyland seconded the motion.

Ayes: Mr. Jenkins, Mrs. Andrews, Mr. Ferguson, Mr. Hyland, Mr. Brown, Dr. Carson
Dr. White

Nays: None

The Board went into executive session at 8:10 P.M.

Mr. Jenkins moved and Mrs. Andrews seconded a motion to return to regular session.
The Board returned to regular session at 9:30 P.M.

Ayes: Mr. Jenkins, Mr. Andrews, Mr. Ferguson, Mr. Hyland, Mr. Brown, Dr. Carson,
Dr. White

Nays: None

Mr. Brown moved and Mr. Hyland seconded a motion for adjournment.

Ayes: Mr. Jenkins, Mrs. Andrews, Mr. Brown, Mr. Ferguson, Mr. Hyland, Dr. Carson,
Dr. White

Nays: None

Chairman, Board of Trustees

L. H. Hawk

Secretary, Board of Trustees

RESOLUTION 20-85

Whereas the Board of Trustees of Shawnee State Community College has reviewed and approved the best and final agreement for the Shawnee Education Association Contract,

Now, therefore be it resolved that said contract is adopted. (Copy filed in Business Office).

RESOLUTION 21-85

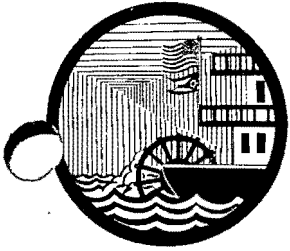
Whereas, the Board of Trustees has reviewed the salaries for faculty for the 85-86 academic year,

Therefore be it resolved that said salaries are approved by the Board of Trustees as per attached schedule.

RESOLUTION 22-85

Be it resolved that the Board of Trustees of Shawnee State Community hereby approves and recommends the mailing of the attached letter to members of the Shawnee State full-time faculty.

OFFICE OF THE PRESIDENT



August 27, 1985

<NAME>
<STREET>
<CITY>, <STATE> <ZIPCODE>

Dear <SALUTATION>:

On Friday, August 23, 1985, it became apparent that all negotiable issues were not going to be resolved to the satisfaction of your negotiating team. While I am confident that you are aware of the issues and your teams' position, I now feel compelled to state the position of the Board of Trustees and subsequent action that must take place in order to assure the continued operation of Shawnee State Community College.

While both negotiating teams have presented the issues and shared their concerns, it is imperative that all faculty be aware of the progress made thus far and the action which must be taken in order to insure the continued operation of our institution. As I am sure you are aware, faculty and administrators share in this responsibility both collectively and individually. While the Board of Trustees has moved to meet the Shawnee Education Association Negotiating Team's positions on most non-economic issues, i.e., termination, retrenchment, working conditions, binding arbitration, and etc., there are a few economic issues on which the Board feel that in the best interests of the College, it can move no further.

Therefore, we have presented, what we feel to be, our best and final contract offer to Shawnee Education Association. We have further requested that the same be presented to the total faculty for ratification. We are attaching a copy for your persual and are requesting that the faculty ratify the same no later than Wednesday, August 28, 1985, 6:00 p.m.

The Board of Trustees would like for each faculty member to be aware of their position regarding the attached contract. This contract provides:

1. New job security provisions with mutual agreement upon termination and retrenchment procedures. These procedures include binding arbitration for both the faculty and the Board of Trustees.
2. A faculty salary system which includes an increase in total dollar amounts for faculty salaries of 5.7% and 6% respectively for the next two years. It provides a new classification system as proposed by the faculty negotiating team which includes automatic lateral movement, without promotion, based upon the established criteria of degree, additional education, and years of experience. Further, it provides a promotion movement in relation to salary, as proposed by

- the faculty negotiating team, which allows a faculty member to move up one additional step in their present salary classification. Current faculty will be placed in the salary classification based upon the established criteria. However, no faculty member will be placed in a class lower than that of their current rank. Composition of the promotion committee has been increased to include an additional faculty member. It would now take three negative votes to be denied promotion.
3. A reduction in required office hours from 10 to 8 per week.
 4. New job security by providing eligible faculty members an opportunity for continuing contracts. Members of the faculty under continuing appointment shall have permanent or continuous employment.
 5. More faculty input into administrative decisions regarding academic calendar, search committees, establishment of policy or procedures applicable to the contract, the development of forms for the evaluation of faculty, and academic freedom.
 6. Additional economic fringe benefits which include the following:
 - A. Hospitalization package which includes no cost to the faculty for two years.
 - B. 100% increase in life insurance, from \$20,000 to \$40,000.
 - C. A group policy for dental and optical insurance in which members may participate at their option.
 - D. Faculty can take any class without charge at Shawnee State Community College up to a maximum of 8 credit hours per quarter.
 7. A significant increase in the amount of money for a faculty reimbursement pool for further education.
 - 1985-86 (\$10,000)
 - 1986-87 (\$12,000)
 - 50% reimbursement of tuition
 - Maximum of 12 semester or 16 quarter hours per year.
 8. A leave of absence policy reduced from 10 years to 5 years.
 9. Binding arbitration to settle disputes applicable to contract.

As the chief executive officer of the College, I would like for you to be aware of the following factors impacting upon the total operation of Shawnee State Community College:

- First, for the year ended, June 30, 1985 we will incur a deficit of approximately \$200,000.00.
- Second, to balance the 1985-86 budget, 300-900 expenditures were held constant, travel was reduced an additional thirty percent, and no new position requests were honored. On August 12, 1985 we received notice that vocational funding would be cut approximately \$90,000.
- Third, we are concerned with current enrollment trends. The 1984-85 headcount and FTE figures showed a decline compared to 1983-84. Projected enrollment for 1985-86 reflects a status quo situation but is questionable at this time.

Lastly, current gross national product is rising at the rate of 2% while current quarter inflation is 2.7%.

In conclusion might I simply ask that you review the enclosed contract carefully. Hopefully you will agree with me that it is very fair and equitable for all parties concerned. Shawnee State Community College is a very important element for our surrounding community and by your ratification of the agreement we can continue to serve our constituents in a positive manner.

Most sincerely yours,

SHAWNEE STATE COMMUNITY COLLEGE

by Frank C. Taylor
President

RESOLUTION 19-85

The Board of Trustees of Shawnee State Community College hereby approves the Easement as per the attached contract.

~~***** for *****~~, herein called "Grantor", whether one or more persons, hereby grants unto OHIO POWER COMPANY, an Ohio corporation, Canton, Ohio, the Grantee, its successors, assigns, lessees and licensees, hereafter collectively called "Company", a right of way and easement for a distribution system in, on, under, over, through and across the following described lands situate in Wayne

Township, County of Scioto, State of Ohio, being part of Section No. 20,

Township No. 1N, and Range No. 20W, and described as follows:

Lots 6-7 & 8 of the E. Waller Add.

Being that property conveyed on Sept. 07, 1982 from Bluemont Corporation to Shawnee State Community College as recorded in vol. 755, page 25 in the Scioto County Recorders Office; Portsmouth, Ohio.

City Book 3; pg. 284

including the following rights:

To locate, lay, re-lay, construct, reconstruct, inspect, protect, maintain, repair, renew, operate and remove facilities for the distribution of electric energy and associate uses, consisting of poles, wires, and cables, anchors, grounding systems, counterpoises, transformers, service pedestals, and other incidental equipment and fixtures; to add to the number of wires, cables, anchors, grounding systems, counterpoises, transformers, service pedestals, and other incidental equipment; to relocate poles within the easement area hereafter defined; to trim, cut and/or otherwise control and at Company's option remove any and all trees, overhanging branches or other obstructions within said easement area and any and all other trees which in the opinion of Company's engineers may endanger the safety of or interfere with the location, construction, operation or maintenance of such facilities as are overhead; and the right of ingress and egress over the above described lands and any adjoining lands of the Grantor at any and all times for the purpose of exercising any rights herein described in and on the above described lands and any lands adjoining them either of Grantor or others.

TO HAVE AND TO HOLD the same unto the Company

It is understood and agreed that:

Said distribution system shall be located within the area designated as "Easement Area" on Drawing No. 6D138C entitled, "Underground facilities to serve Shawnee State College" Dormitories dated 7/10/85, attached hereto and made a part hereof.

Grantor, and Grantor's successors and assigns reserve the right to use the above described lands in any way not inconsistent with the rights herein granted; however, Grantor, for Grantor and Grantor's heirs, successors and assigns, agrees that they will not cause or permit any structure or building to be built or placed within the easement area where overhead facilities are to be located and will not cause or permit any excavation deeper than eighteen (18) inches within said easement area except for utilities, but such other utilities shall not interfere with the Company's right to locate, construct, operate and maintain its facilities as herein granted.

Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

This instrument expresses the entire agreement between the two parties, and the agent securing this grant has no authority to bind Company by any verbal representation or promise not herein expressed.

STATE OF OHIO, }
Scioto County } ss.

Before me, a _____ Notary Public in and for said County, personally appeared the above named

_____ who acknowledged that _____ did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____ A.D. 19 _____.

Notary Public

My commission expires _____, 19 _____.

STATE OF OHIO, }
_____ County } ss.

Before me, a _____ in and for said County, personally appeared the above named

_____ who acknowledged that _____ did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____ A.D. 19 _____.

Notary Public

My commission expires _____, 19 _____.

THIS INSTRUMENT PREPARED BY OHIO POWER COMPANY

Name _____
Address _____
Line _____
Eas. No. _____ Map No. _____
Received for Record _____ M _____ 19 _____
Recorded in Deed Records _____ 19 _____
Volume _____ Page _____
Recorder _____
of _____ County _____
State of _____

**JOINT
REVIEW
COMMITTEE** | **FOR RESPIRATORY THERAPY EDUCATION**

Executive Office

July 27, 1985

John J. Fauser, PhD
Secretary
Committee on Allied Health Education
and Accreditation
American Medical Association
535 North Dearborn Street
Chicago, Illinois 60610

RE: Program Number: 200268

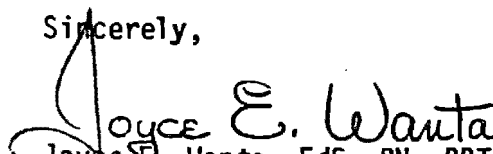
Dear Doctor Fauser:

The Joint Review Committee for Respiratory Therapy Education recommends to the American Medical Association, Committee on Allied Health Education and Accreditation that the educational program for the preparation of respiratory therapy technicians sponsored by Shawnee State Community College be granted:

ACCREDITATION

with reaccreditation to be completed prior to October 24, 1990.

Sincerely,


Joyce E. Wanta, EdS, RN, RRT
Chairman

JEW:ja

cc: Tom F. Foti, Dean
Robert W. Thomas, BS, RRT
Michael Ehrie, MD, ACCP/Harry J. Driedger, MD
Richard M. Schlobohm, MD, Referee