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November 17, 1986 Meeting Minutes

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M I N U T E S
Shawnee State University
Board of Trustees Meeting
November 17, 1986

The meeting was called to order by Chairman White.

ROLL CALL

Members Present: Mr. Ferguson, Mr. Hyland, Mr. Reinhardt, Dr. Carson,
Mr. Thompson, Ms. Riffe, Mr. Piatt, Mr. Morgan, Dr. White

Members Absent: None

APPROVAL OF MINUTES

Mr. Ferguson moved and Mr. Hyland seconded a motion to approve the minutes of the October 20 and October 28 meetings.

Ayes: Mr. Ferguson, Mr. Hyland, Mr. Reinhardt, Dr. Carson, Mr. Thompson,
Ms. Riffe, Mr. Piatt, Mr. Morgan, Dr. White

Nays: None

Mr. Morgan moved and Mr. Reinhardt seconded a motion to go into executive session for the purpose of discussing personnel matters.

Ayes: Mr. Ferguson, Mr. Hyland, Mr. Reinhardt, Dr. Carson, Mr. Thompson
Ms. Riffe, Mr. Piatt, Mr. Morgan, Dr. White

Nays: None

The Board went into executive session at 7:40 P.M.

Mr. Hyland moved and Dr. Carson seconded a motion for the Board to reconvene to regular session at 8:06 P.M.

Ayes: Mr. Ferguson, Mr. Hyland, Mr. Reinhardt, Dr. Carson, Mr. Thompson,
Ms. Riffe, Mr. Piatt, Mr. Morgan, Dr. White

Nays: None

PRESIDENT'S REPORT

Mr. Taylor stated that last summer the University advertised for and hired a Provost/President. At that time Mr. Taylor had agreed to continue in his position of President until July 1, 1988, after which time the new Provost would assume the position of President. However, in order to expedite the administrative transition Mr. Taylor asked the Board to release him from his present contract, and to consider a new contract that would allow him to retire June 30, 1987, and thereafter become a consultant for a period of one year. Mr. Taylor stated that he had worked for several months with the new Provost, Dr. Robert Ewigleben, and feels comfortable in recommending this move to the Board. He feels that his staying in the position of President might prevent a smooth transition to the four year status. Mr. Taylor feels that Dr. Ewigleben should become President as soon as possible. He (Mr. Taylor) feels that he can add more to the transition by overseeing the land acquisition, working with attorneys and architects, the state departments, contractors, etc, under the guidance of Dr. Ewigleben and the Board of Trustees.

The University attorney, Mr. Robert McCurdy, had been consulted and was asked to draw up a new contract agreement. The agreement is attached and made a part of these minutes. (Resolution 41-86)

Mr. Morgan moved and Dr. Carson seconded a motion to adopt Resolution 41-86, accepting Mr. Taylor's resignation, under the terms of the agreement attached.

Mr. Taylor commented he was pleased the Board accepted his recommendation and feels this will lead to a smoother transition for the University.

PROVOST'S REPORT

Dr. Ewigleben stated that he was responding to Mr. Taylor's wishes. He stated that Mr. Taylor was an outstanding administrator and that it is a real privilege to work for him (Mr. Taylor). Dr. Ewigleben stated he had learned from Mr. Taylor.

Dr. Ewigleben continued by saying "We are like bit players in a relay race. I will take the baton and hold it for a while".

Continuing his report Dr. Ewigleben stated a meeting was held with the various committees working on Phase II of the transition process. All reports have been received, the strategy now is the Executive Coordinating Committee will analyze these reports and send their analysis to Dr. Ewigleben within ten (10) days. Dr. Ewigleben hopes to have his analysis out of his office by December 8, 1986, and will present recommendations to the Board relative to Phase II at the December Board meeting. Detailed planning will be presented after the Christmas holiday.

COMMITTEE MEETINGS

Mr. Ferguson, Chairman of the Buildings and Grounds Committee, reported that the committee had met. Mr. Hayes, Architect, gave the committee a review of the addition to the Health Services Building. He also reviewed plans for the proposed library building.

This committee also reviewed with Mr. Taylor the status of land acquisition. Eighteen pieces of property located in the 900 block of Second and Third Streets have been appraised with the same being approved by the Attorney General's office. Mr. Taylor has negotiated and has options signed on nine of these eighteen. He is still negotiating with six property owners and three have indicated that they will go to court.

In the 1000 block of Second and Third Streets, 8 properties have been appraised and approved by the Attorney General's office. Mr. Taylor is meeting with these property owners this week. The next properties acquired will be in the 800 block of Second and Third Streets.

Mr. Morgan, Chairman of the Finance Committee reported this committee had met, reviewed and recommended Resolution 41-86, already recorded in these minutes.

Mr. Hyland, Chairman of the Policies and Procedures Committee reported this committee met with Dr. Come, Mr. Foti, and Mr. Law, and Dr. Ewigleben, to review offering the ROTC program at Shawnee State.

Mr. Law, Chairman of the Curriculum Committee, stated that they had been working since May on the proposal to offer ROTC classes at Shawnee State. The program requires Shawnee State to graduate 20 officers. This would not be possible at this time. The only way Shawnee can have this program is to work with another college. Marshall University has offered a cross reference program (Army), whereby students would attend classes on Shawnee Campus but the military faculty would come from Marshall University. There would be no cost to Shawnee State. Credit for these classes would be issued from Shawnee State. One of the advantages to this program are the many available scholarships. Final approval for the cross reference program with Marshall must be given by the 2nd Army Headquarters.

Mr. Law stated that there is hope of offering 2 courses in Spring Quarter, 1987. Basic military courses will be offered. A formal agreement may be finalized by Fall Quarter 1987.

Mr. Hyland continued his report by stating the the Policies and Procedures Committee had again reviewed the Faculty/Staff Development proposal for 1986/87. Dr. Ewigleben stated that faculty development is necessary for the growth of the four year institution.

Mr. Hyland moved and Mr. Thompson seconded a motion to adopt Resolution 39-86 approving Faculty/Staff Development.

Ayes: Mr. Ferguson, Mr. Hyland, Mr. Reinhardt, Dr. Carson, Mr. Thompson, Ms. Riffe, Mr. Morgan, Mr. Piatt, Dr. White

Nays: None

Mr. Ferguson moved and Mr. Reinhardt seconded a motion to approved Resolution 40-86, purchase of property.

Ayes: Mr. Ferguson, Mr. Hyland, Mr. Reinhardt, Dr. Carson, Mr. Thompson, Ms. Riffe, Mr. Morgan, Mr. Piatt, Dr. White

Nays: None

OTHER BUSINESS

Dr. White, Chairman, appointed a nominating committee for choosing a slate of officers for the 1987 year. He appointed: Dr. Carson, Chairman, Ms. Riffe, and Mr. Morgan to bring a slate of officers to the December Board meeting.

RESOLUTION 39-86

Whereas a Faculty/Administrative Staff Development Policy for 1986/87 has been proposed by the Shawnee State University Curriculum Committee, and

Whereas such proposal was reviewed and accepted by the Executive Coordinating Committee and recommended to the President for adoption, and

Whereas both the President and Provost have reviewed this policy and concur with the same, (see Board minutes dated October 20, 1986),

Now therefore be it resolved that the Board of Trustees of Shawnee State University hereby approves the attached Faculty/Administrative Staff Development Policy with a retroactive effective date of Fall Quarter, 1986.

FACULTY/ADMINISTRATIVE STAFF DEVELOPMENT
1986-87 ONLY

INTRODUCTION

Given the recent action of the Ohio Legislature and the Governor creating Shawnee State University, it is important that the University institute programs for faculty/administrative staff development. Development might take place in a variety of situations and circumstances, and individual faculty/administrative staff members might choose any combination of the options below. Given the individualistic nature of development, the following programs are applicable to those faculty/administrative staff members officially enrolled in (or intending to enroll in) an approved course and planned program of study. The program and/or courses must be directly applicable to their teaching/administrative responsibilities or academic discipline. After consultation and approval of the appropriate program director/divisional coordinator, the program should be submitted to the appropriate Vice President for approval. This should be done as early as possible during the Fall Quarter, 1986. After consultation with the Vice President, if the program is disapproved, the individual may appeal the decision to the Executive Coordinating Committee. If the Committee concurs with the Vice President's decision, the program request is denied. If the Committee approves the program, this recommendation is then sent forward to the Provost. The Vice President's recommendation is likewise forwarded. Approval is subject to and based upon appropriate final funding.

FLEXIBLE SCHEDULING

Where feasible, a faculty/administrative staff member's assignment may be adjusted during the year (including summer) to permit time to pursue advanced course work. This adjustment may include a heavier load during a particular quarter(s) and/or specific assignments during the summer term. Flexible schedules might also include two or three day assignments, or morning or afternoon schedules. Where appropriate all assignments would be in agreement with the current S.E.A. contract with regard to faculty workload expectations.

REDUCED WORKLOAD

Where feasible, an employee's workload/schedule would be reduced to pursue advanced study. When necessary and appropriate, monies would be made available to employ a person on a part-time basis.

SABBATICAL LEAVE

Where feasible, a faculty member may be granted a sabbatical at one-half his/her contracted salary. The faculty member would retain all the rights (with the exception of no remuneration) of a full-time employee and his/her position would be available following the conclusion of the sabbatical. Obligation: the faculty member would be required to work for one year at Shawnee State after the sabbatical. All provisions of Ohio Revised Code 3345 will be adhered to in implementing this policy.

REMUNERATION

University policy presently permits a full-time faculty member or administrator to pursue course work at another institution for a maximum of 4 semester/6 quarter hours per quarter, not to exceed 12 semester or 16 quarter hours per year. The faculty/administrative staff member would be reimbursed 50% of tuition costs or \$100/qtr. or \$180/sem., whichever is greater. It is proposed that this program be extended to full reimbursement and unlimited hours.

PRIORITY GUIDELINES

The below listed guidelines are to be used in the formulization and approval of development programs:

- First - Faculty officially enrolled in a Master's Degree Program in the academic discipline
- Second - Faculty officially enrolled in a Ph.D. Program in the academic discipline
- Third - Faculty officially enrolled in graduate courses in the academic discipline
- Fourth - Administrators officially enrolled in an appropriate Master's Degree Program
- Fifth - Administrators officially enrolled in an appropriate Ph.D. Program
- Sixth - Administrators officially enrolled in graduate courses in an appropriately related discipline

DISTRIBUTION OF AVAILABLE MONIES

Available funds should be distributed according to the following formula:

Faculty	12,000 (present SEA contract)	*48,000	** (80%)	60,000
Administrative Staff	8,000 (administrative pool)	*12,000	** (20%)	20,000
				<hr/>
		60,000	(amount requested from 300,000 State Allocation to supplement present University Allocation)	

- * Unused monies will be carried over to the next year.
- ** Similar percentage of available funds.

RESOLUTION 40 -86

Whereas, the Board of Trustees has approved the purchase of various parcels of real property for the purpose of providing real estate upon which to construct the Library and Math/Science/Business Building, and

Whereas, there is a clear and present overriding public need to acquire all of the property specified in this resolution.

Therefore, be it resolved,

that the appropriate university officers are hereby authorized and directed to execute and deliver to the owner of the property located at 902 Third Street, an offer to purchase said property in the amount of \$40,000 with said offer being contingent upon the owner's (Ed Hartnett) delivery of this property to the University free and clear of all encumbrances, and

that if said offer is rejected by the owner, the appropriate university officers are hereby authorized to request the Department of Administrative Services to acquire these properties by any means necessary, including eminent domain, and

that in the event acquisition by eminent domain is necessary, appraiser fees and other expenditures of funds for pre-trial preparations, consultants and reviews of reports, or other preparations for court testimony be authorized upon presentation of receipts or invoices, and

that, after title to said properties has been conveyed to the University, the appropriate university officers are further authorized to proceed with the demolition of any structures located on the said property.

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the governing board of Shawnee State University on November 17, 1986.

Secretary, Board of Trustees of
Shawnee State University

RESOLUTION 41-86

AGREEMENT

WHEREAS, Shawnee State University (hereinafter the University) is a state institution of higher education created under the laws of the State of Ohio with its government vested in the Board of Trustees, appointed by the Governor, and confirmed by the Senate of the State of Ohio; and

WHEREAS, said Board of Trustees is empowered under the law to employ, fix the compensation of, and remove the president and other employees of the University as it may deem necessary and to do all other things necessary for the proper maintenance and successful and continuous operation of the University; and

WHEREAS, Frank C. Taylor, Social Security Number 272-16-5749 (hereinafter Taylor), is presently employed as President, Shawnee State University, pursuant to contract dated July 8, 1986, for the term of one (1) year commencing July 1, 1986, and expiring June 30, 1987; and

WHEREAS, Taylor has requested renegotiation of his present contract to provide for his employment (a) as President, and (b) subsequently, as Consultant; and

WHEREAS, said Board of Trustees has reasonably found and determined that renegotiation of Taylor's contract is necessary to management continuity and thereby to the efficient operation of the University and furtherance of its purposes, in that said University is in transition from two (2) year community college status with attendant expansion and development of campus and major construction of physical plant;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and conditions herein contained, this Agreement is made this 17th day of

November, 1986, by and between the Board of Trustees of Shawnee State University (hereinafter the Board) and Frank C. Taylor (hereinafter Taylor):

(1) The contract dated July 8, 1986, by and between the Board and Taylor is hereby renegotiated as hereinafter provided.

(2) The Board hereby employs Taylor as President of Shawnee State University from July 1, 1986, through June 30, 1987, at an annual salary of \$65,151.00. In addition to Shawnee State University's usual and customary administrative benefits (health, dental, vision and life insurances; retirement; vacation; and sick leave) the President shall be provided an automobile and automobile expenses.

The University does hereby elect, engage, appoint, employ and hire said President as the Chief Executive Officer of the University and the President does hereby accept and agree to such election, engagement, appointment, employment and hiring. As Chief Executive Officer, the President shall be the chief administrative officer of the University, responsible directly to the Board of Trustees for the implementation, coordination and supervision of the policies, procedures and resolutions adopted from time to time by the Board of Trustees. The President shall, on a continuing basis, devote his full-time to the performance of his duties as Chief Executive and Administrative Officer of the University and shall report to the Board of Trustees regularly on the status of the affairs of the University and shall work toward its continued development and improvement.

The President agrees that he will, at all times, faithfully, industriously, and to the best of his ability, experience and talent, perform all of the duties that may be required of him and from him pursuant to the expressed and explicit terms hereof, to the reasonable satisfaction of the University. Such duties

shall be performed at the campus of Shawnee State University at Portsmouth, Ohio, and at such other place or places as shall from time to time be required.

(3) If the President shall be neglectful of his duties, or manage the affairs of the University in a manner unsatisfactory to the Board of Trustees, or shall be guilty of misconduct, malfeasance, misfeasance or conflict of interest, the Board of Trustees may, at its option, terminate this Agreement by giving the President ninety (90) days written notice of termination. The President may terminate this Agreement by giving the University six (6) months written notice of termination.

(4) Subject to the satisfactory performance of his duties as President, on or about July 1, 1987, Taylor shall be awarded the rank and title of President Emeritus, and,

(5) Beginning July 1, 1987, the Board hereby employs Taylor to provide consultative and other services to the Board until June 30, 1988. The scope of Taylor's work as consultant will include, but not be limited to, working with University counsel, the Department of Administrative Services, State of Ohio, and the Office of the Attorney General, State of Ohio, in obtaining appraisals of real property, negotiating the purchase price of real property, closing the purchase of such properties as can be agreed upon, subject to necessary governmental approvals, and accompanying the University attorney at such court appearances as may be required by the eminent domain process; and working with the University architect as the representative of the Board as such architect proceeds from the design stage through the construction program.

Taylor may itemize his hours worked but not more than 1750 hours each year at an hourly rate of \$35.00, payable monthly, and he shall be reimbursed for travel and other out-of-pocket expenses while on University business during this

period. Work for which Taylor shall receive reimbursement is as above described and in performing such other services or in such other projects as the Board may, from time to time, request.

(6) During the period of providing consultative and other services as set forth in the preceding paragraph, Taylor shall be accountable to and report to the Board. The Board shall not, without his consent, require Taylor to devote more than 144 hours per month to the performance of the above described consultative and other services.

(7) The Board may terminate the provisions of this Agreement relating to the performance of consultative services by Taylor for misconduct, or unsatisfactory performance damaging to the University, or when it deems, on the basis of medical or professional evidence, that Taylor is unable to perform any or all of his obligations under these portions of this Agreement because of mental, physical, or other disability for a period of 30 days.

(8) In no event will Taylor be permitted to provide consultative services or receive compensation therefor exceeding that permitted by Ohio law. Such compensation and employment are subject to the sufficiency of legislative appropriations and receipt of sufficient funds. Pertinent provisions of the Ohio Revised Code and By-Laws, Code of Regulations and other actions of the Board currently in effect or as they may be amended hereafter shall be deemed to be incorporated herein, and govern the consultative relationship.

(9) Taylor acknowledges that neither Ohio law nor University policy mandates retirement prior to age seventy (70) and that he has not been coerced, directly or indirectly, into renegotiation and execution of the within contract. Taylor further understands and recognizes that any advice he may have received from the officers, agents, or employees of the Board or University regarding tax

liability or computation of benefits was given in good faith. Taylor specifically agrees not to hold the University or any of its officers, agents, or employees accountable for any error or defect in such advice.

(10) Taylor specifically waives any right or rights to invoke the Federal Age Discrimination Act or any other laws or constitutional provisions under which an assertion may be made that the renegotiation of the within contract and his subsequent retirement was forced or that he has been unlawfully deprived of protection or property by virtue of early retirement under this Agreement.

(11) This Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the them.

(12) This Agreement shall be governed by the laws of the State of Ohio.

I accept this Agreement under the above terms and conditions, and I agree to render service in accordance therewith.

SHAWNEE STATE UNIVERSITY

Frank C. Taylor
FRANK C. TAYLOR

By R. Neil Hawk
Vice President of Finance

Dated: November , 1986

By George L. Shetters
Chairman of the Board

Dated: November 19 , 1986

RESOLUTION 38-86

Whereas, representatives from both the Attorney General's Office, and the State Architect's Office have strongly encouraged Shawnee State University personnel to pursue a facilities master plan, and

Whereas, both Mr. Taylor and Dr. Ewigleben have concurred with the above as well as the employment of a master plan consultant to assist institutional personnel in the development of the facilities master plan, and

Whereas, a request for a listing of state approved consulting firms was forwarded to the State Architect's Office, and whereas, such request resulted in a list of three such firms, and

Whereas, these same firms were interviewed by University personnel (faculty, staff, and Dr. Ewigleben), and on October 24, 1986, and

Whereas, the above process has resulted in the recommendation of Bohm-NBBJ, Inc. to act as Shawnee's Facilities Master Plan consultant by Dr. Ewigleben and Mr. Taylor.

Now, therefore, be it resolved that the Board of Trustees of Shawnee State University approves the employment of Bohm-NBBJ, Inc. as Shawnee State University's Facilities Master Plan Consultant, with the understanding that: (1) the scope of work including time tables will be prepared and approved by Dr. Ewigleben, and (2) the fee for such services will be negotiated by the State Architects Office.