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6-29-1987

June 29, 1987 Meeting Minutes

Shawnee State University

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M I N U T E S
SHAWNEE STATE UNIVERSITY
SPECIAL BOARD OF TRUSTEES MEETING
JUNE 29, 1987

The meeting was called to order by Chairman Ferguson.

ROLL CALL

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

Members Absent: Ms. Riffe, Mr. Hyland

APPROVAL OF MINUTES

Mr. Morgan moved and Mr. Reinhardt seconded a motion to approve the minutes of the June 12, 1987 Board meeting.

The minutes were approved by a unanimous aye vote.

NEW BUSINESS

Mr. Thompson moved and Mr. Reinhardt seconded a motion to adopt Resolution 20-87, resignation of Tom Foti.

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

Nays: None

Mr. Thompson moved and Mr. Reinhardt seconded a motion to adopt Resolution 21-87, approving terms of administrative contracts.

Ayes: Mr. Thompson, Mr. Reinhardt, Mr. Piatt, Dr. Carson, Mr. Ferguson

Nays: Dr. White

Abstain: Mr. Morgan

Dr. Ewigleben spoke to Resoluiton 19-87, Presidential Contract; stating that the job of President is complicated and that more work and energy will be required to develop Shawnee than is required at some more mature and larger universities. The workload will increase as the university matures presenting situations that will make the job even more demanding. Therefore, Dr.Ewigleben indicated that he feels that compensation should be in line with job demands. Dr. Ewigleben also spoke to the specific terms within the contract.

Mr. Taylor stated that he agreed with all of Dr. Ewigleben's statements and also feels the job ahead is a great challenge.

Dr. Carson moved and Mr. Morgan seconded a motion to go into Executive Session.

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

Nays: None

The Board went into executive session at 6:12 P.M.

Dr. White moved and Mr. Morgan seconded a motion to reconvene.

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

Nays: None

The Board reconvened to regular session at 6:32 P.M.

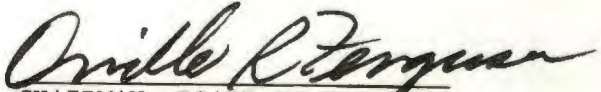
Mr. Morgan moved and Dr. Carson seconded a motion to adopt Resolution 19-87, approving the Presidential contract.

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

Nays: None

There being no further business Dr. Carson moved for adjournment. Dr. White seconded the motion.

A unanimous aye vote was cast for adjournment.


CHAIRMAN, BOARD OF TRUSTEES


SECRETARY, BOARD OF TRUSTEES

RESOLUTION 19-87

RESOLVED THAT THE BOARD OF TRUSTEES APPROVE THE EMPLOYMENT OF ROBERT EWIGLEBEN AS PRESIDENT OF SHAWNEE STATE UNIVERSITY FOR A THREE YEAR PERIOD, BEGINNING JULY 1, 1987 THROUGH JUNE 30, 1990 AT A SALARY OF \$80,000 PER YEAR TO CARRY OUT THE FUNCTIONS ASSOCIATED WITH THAT OFFICE. IN ADDITION THE PRESIDENT WILL BE EXPECTED TO PROVIDE FURNISHED HOUSING ADEQUATE AS A RESIDENCY FOR THE ENTERTAINMENT AND HOSTING OF GUESTS OF THE UNIVERSITY. THE PRESIDENT WILL BE REIMBURSED \$1,500 PER MONTH FROM NON GENERAL FUND MONIES TO COVER A PORTION OF THE EXPENSE RELATED TO SUCH HOUSING. IN ADDITION THE UNIVERSITY WILL PROVIDE THE PRESIDENT WITH AN AUTOMOBILE INCLUDING THE EXPENSES ASSOCIATED WITH THE OPERATION OF THAT VEHICLE. THE PRESIDENT WILL BE ELIGIBLE TO PARTICIPATE IN THE OTHER HEALTH AND RELATED FRINGE BENEFIT PROGRAMS PROVIDED OTHER EMPLOYEES OF THE UNIVERSITY.

DRAFT

CONTRACT

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;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and conditions herein contained, this Agreement, made by and between the Board of Trustees of Shawnee State University, (hereinafter the Board) and Robert L. Ewigleben, Social Security Number 368-26-7029 (hereinafter President);

WITNESSETH:

1. EMPLOYMENT. The Board hereby employs, engages and hires Robert L. Ewigleben as President of Shawnee State University (hereinafter Institution) and the President hereby accepts and agrees to such hiring, engagement and employment, subject to the general supervision and pursuant to the orders, advice and direction of its Board of Trustees and Executive Committee. The President shall perform the duties as are customarily performed by a college president, including, but not limited to, fund-raising, development, public relations, educational leadership, budgeting, long-range planning, student services, recruitment of personnel and recommending

the appointment, promotion and dismissal of all staff members, formulation of the budget, control and supervision of all buildings, grounds and equipment.

The President is engaged as President of the Institution and shall perform all duties as President as may be required by law and the provisions of this Agreement and duties incident to the office of President. The President shall be the Chief Executive Officer of the Institution and shall have charge of the administration of the Institution under policies of the Board. The President shall direct and assign all employees, organize and administer the affairs of the Institution as best serves the Institution, consistent with the Board policy, and from time to time, suggest regulations, rules and procedures deemed necessary for the well-ordering of the Institution. In general, the President shall perform all duties incident to the office of President of the Institution and such other duties as may be prescribed by the Board.

2. PHYSICAL EXAMINATION. As a condition precedence to this contract, and since January 1, 1987, the President shall have or have had a comprehensive physical examination by a physician licensed to practice medicine in all of its branches, such physician to be mutually agreed upon by the parties, paid for by the Board and the Board shall receive a comprehensive written report of such examination and approve the same, as indicating the good health of the President prior to this contract being effective. Thereafter, the President shall annually submit to a similar examination at Board expense.

3. BEST EFFORTS OF EMPLOYEE. The President agrees that he will, at all times, faithfully, industriously and with maximum use of experience, ability and talent, perform all of the duties that may be required, pursuant to the express and implicit terms thereof. Such duties shall be rendered at the

campus of the Institution in Portsmouth, Ohio, and at such other place or places as the Board or the President shall deem appropriate for the interest, needs, business or opportunity of the Board. The term of this Agreement shall be for a period of three years, commencing July 1, 1987, and terminating June 30, 1990, subject, however, to prior termination as provided in this Agreement.

It is mutually agreed that the parties hereto will enter into negotiations for the renewal of this contract no less than six (6) months prior to the termination date hereof, and that negotiations shall be concluded no less than three (3) months prior to the termination hereof. Failure of the Board to tender a renewal contract to the President shall, in the absence of actual notice, be treated as notice that this contract will not be renewed.

5. COMPENSATION OF PRESIDENT: For all services rendered by the President under the provisions of this Agreement, the Board shall pay the President total compensation of _____, payable in equal bi-monthly installments. All such compensation shall be subject to the customary withholding tax and other employment taxes as may be required by the City of Portsmouth, State of Ohio, or the United States of America.

The President agrees that he will provide himself with a house suitable for use as a "President's Home" and that he will, as appropriate, house University guests and will there, and elsewhere as appropriate, discharge those social and entertaining responsibilities of his office in order to advance the University's position. The Board recognizes that in providing such housing that a portion of the total compensation shall come from non-appropriated, unrestricted funds (i.e. either gift account unrestricted

as to the purpose for which it may be expended or a restricted gift account which may be used for the purpose without violation of the restriction).

It is understood that this portion of the total compensation is estimated to be approximately \$18,000 per year and is to be treated as taxable income. For the total compensation for services rendered under this Agreement, the President shall be entitled as an employee of the Board to participate in the Public Employees Retirement System Pension Plan.

The annual salary will be reviewed from time to time, at least annually, by the Board and may be increased, but not decreased, at the discretion of the Board. Such salary review, however, may be in conjunction with a review by the Board of the performance of the President.

6. INSURANCE; WORKMAN'S COMPENSATION: RETIREMENT BENEFITS. The Board shall provide the President and spouse with comprehensive health insurance coverage plus major medical insurance including dental, vision, and prescription coverage or provide him with an allowance equal value to that portion of the coverage for the President to secure other coverage.

The Board will maintain for the President Life Insurance coverage as determined by the Board from time-to-time, but not less than \$100,000.

The President shall be an employee of the Board for the purpose of being covered by the Board's Worker's Compensation Policy.

7. DISABILITY AND SICK LEAVE. The President shall be allowed fifteen (15) days of sick leave per year, which may be accumulated. In the event the President becomes disabled due to accident, mental or physical illness or for any other reason other than death becomes incapable of performing the requirements of this Agreement, the Board, at its option, shall have the right to terminate this Agreement.

9.AUTOMOBILE: As a condition of employment, in the performance of duties under provisions of the Agreement, the President shall use an automobile which the Board shall furnish. Said automobile shall be maintained by the Board and all fuel for the use thereof shall be paid by the Board. Said vehicle shall be insured at the cost of the Board with such limits of insurance per individual and per accident as the Board may determine from time to time and the President shall be named insured thereunder.

10. PROFESSIONAL DUES AND MEETINGS. The President may attend educational conferences, conventions, courses, seminars and other similar professional growth activities, and reasonable expenses in

connection therewith, including membership in professional organizations, shall be paid by the Board, provided the same do not interfere with his Institutional responsibilities.

11. The Board will pay the President and spouse's reasonable travel expenses, hotel bills, and other necessary and proper expenses when the President is traveling or in attendance at places other than the Board's campus on the Institution or the Board's business, provided that payments will be made on behalf of the spouse only when accompanying the President in connection with public relations events.

12. OTHER EMPLOYMENT. The President shall devote substantially all time, attention and energies to the duties of the office of President of Shawnee State University. The expenditure of reasonable amounts of time for personal or outside business, charitable and professional activities, shall not be deemed a breach of this Agreement, provided that such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement. The President shall not render services of any professional nature to or for any person or firm as a gift or for compensation other than to the Board or engage in any activity which may be competitive with and adverse to the best interest of the Board. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

13. VACATIONS AND PERSONAL LEAVE. The President shall be entitled to twenty (20) days annual paid vacation, during which time his compensation shall be paid in full. The attendance by said President at business and professional meetings and conferences shall

not be construed as vacation time. Unless otherwise agreed, such vacation time shall not accumulate from year to year.

The President shall not observe such holidays or take vacations which interfere with properly discharging the duties under the terms of this Agreement.

14. WORKING FACILITIES. The President will be furnished with a private office, stenographic and secretarial assistants, and such other facilities and services suitable to the position and adequate for the performance of the duties.

15. AGREEMENTS OUTSIDE OF CONTRACT. This contract contains the complete agreement concerning the employment arrangements between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representation including the execution and delivery hereof except such representations as are specifically set forth herein and each of the parties acknowledges that it is relying on its own judgment in entering into this Agreement.

16. MODIFICATION TO CONTRACT. No modification or waiver of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by the party to be charged therewith, and the said parties further agree that provisions of this section may not be waived except as herein provided.

17. WAIVER OF BREACH. No waiver of either party of any rights under this Agreement will be valid unless set forth in writing signed

by that party. The failure of either party to insist upon strict performance of this Agreement shall not be construed as a waiver.

18. TERMINATION. This employment contract may be terminated by:

(a) mutual agreement of the parties;

(b) retirement;

(c) resignation, provided, however, the President gives the Board at least six (6) months written notice of the proposed resignation;

(d) mental or physical incapacity which makes the performance of duties impossible as certified by a physician, after exhaustion of all sick leave benefits;

(e) conviction of a felony;

(f) loss of legal qualifications;

(g) death; and

(h) discharge for just cause (upon majority of the total Board voting to dismiss for cause, the President shall be entitled to appear before the Board to discuss the notice of dismissal and such meeting shall be conducted in executive session).

The Board may terminate this Agreement by written notice at any time after the President has been absent from employment for thirty (30) days in excess of excused absences. All obligations of the Board shall cease upon such termination.

If the Board deems the President disabled, the Board reserves the right to require the President to submit to a medical examination, either physical or mental. Such examination shall be performed by a physician licensed to practice medicine in all its branches, selected by the Board and at Board expense.

This Agreement may be terminated by either party on written notice to the other, provided the President will not have the right to terminate during the six (6) month period before the expiration of

this Agreement. If the Board shall terminate this Agreement, then the President will leave within a reasonable period of time and will be entitled to severance pay equal to six (6) months compensation, plus a proportionate part of all other benefits normally available during said six (6) months period as if the President had remained in the employ of the Board. If the President so terminates this Agreement, then the President agrees to continue to work for the subsequent six (6) month period at the same salary and with the same normal benefits, provided, however, that the Board will not be liable to the President for any accrued vacation time. At the end of such six (6) month period, the President shall be entitled to severance pay equal to six (6) months compensation but shall not be entitled to any unemployment compensation.

19. DEATH OR INCAPACITY TO PRESIDENT. This employment contract shall terminate prior to the expiration of the term herein described upon the death of the President or if the President becomes totally incapacitated or incapable of carrying out the duties as President. In either event, the Board shall be liable to the President or the President's personal representative, as the case may be, for any accrued but unpaid compensation, together with a proportionate part of any other benefits which would be payable to the President, or his personal representative, as the case may be, by reason of death or incapacity during employment by the Board.

20. AGREEMENT WHERE MADE. This Agreement shall be considered as made at the City of Portsmouth, Ohio, and is to be construed as a contract in accordance with the laws of the State of Ohio. This is an

Agreement for personal and professional services and the benefits to the Agreement shall not be pledgable in any way by the President.

21. APPLICABILITY. This Agreement and the rights and responsibilities of each party hereto shall inure to the benefit of the parties hereto and respective heirs, executive, administrators, personal representatives, successors and assigns.

22. TAX LIABILITY. The President shall be responsible for any income tax liability incurred as a result of this Agreement.

23. Time is the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives and successors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of June, 1987.

SHAWNEE STATE UNIVERSITY

By:
Board of Trustees

ROBERT L. EWIGLEBEN
President, Shawnee State University

RESOLUTION 20-87

WHEREAS MR. TOM FOTI, VICE PRESIDENT OF TECHNICAL PROGRAMS IS RETIRING FROM SHAWNEE STATE AS OF JUNE 30, 1987,

THE BOARD OF TRUSTEES OF SHAWNEE STATE ACCEPTS THIS DECISION AND ADOPTS THE ATTACHED RESOLUTION COMMENDING AND THANKING MR. FOTI FOR HIS SERVICE TO SHAWNEE STATE.

Whereas,

Tom Toti has devoted his life to education, serving in numerous capacities for more than thirty years, and

Whereas,

Tom Toti was instrumental in the creation of technical education in the Scioto County area, having served as Director of Technical Programs at Scioto Technical College, Shawnee State Community College and Shawnee State University, and

Whereas,

Tom Toti, through his wisdom and judgement, has been a guiding force in the growth of technical education and thus the employability of many area citizens, and

Whereas,

Tom Toti has put service above self in fostering the growth of higher education for all the people of Southern Ohio, therefore be it

Resolved,

that we, the Board of Trustees of Shawnee State University, thank him for his efforts, honor him for his commitment and wish him well in all future endeavors.

RESOLUTION 21-87

WHEREAS ALL ADMINISTRATIVE SALARY CONTRACTS EXPIRE JUNE 30, 1987, AND
WHEREAS SOME ADMINISTRATIVE CONTRACTS HAVE TERMS OF EMPLOYMENT THAT
EXPIRES JUNE 30, 1987, AND

WHEREAS STATE LAW REQUIRES A CONTRACT UPON WHICH PAYMENTS MIGHT BE
APPLIED, AND

WHEREAS THE ATTACHED IS A LISTING OF ALL CONTINUING ADMINISTRATORS WITH
LENGTHS OF CONTRACT SPECIFIED, AND

WHEREAS, DR. EWIGLEBEN RECOMMENDS THESE TERMS OF EMPLOYMENT AND SALARIES
AT A LEVEL EQUAL TO THE CURRENT (86-87) CONTRACT AMOUNTS WITH SUCH SALARIES
BEING ADJUSTED WITHIN THE NEXT 90 DAYS, RETROACTIVE TO JULY 1, 1987.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF TRUSTEES OF SHAWNEE STATE
UNIVERSITY HEREBY APPROVES THE ABOVE RECOMMENDATIONS.

87-88 CONTRACTS

ABEL, JOANNE	1 YR.
BEAUMONT, MARY	1 YR.
BECKETT, GRANT	2 YR.
BIDDLE, JAMES	1 YR.
CHRISMAN, FRED	2ND YR. OF 2 YR.
COME, GENE	1 YR.
CRABTREE, PAUL	2 YR.
CRUSAN, KEN	2ND YR. OF 2 YR.
DAVIDSON, TOM	2ND YR. OF 2 YR.
DAWSON, PAUL	2 YR.
DUNCAN, WILLIAM	2 YR.
EVANS, CYNTHIA	1 YR.
EVANS, DAN	2 YR.
FOWLER, PAUL	1 YR.
GLEASON, DAVID	2ND YR. OF 2 YR.
GULKER, GARY	1 YR.
HATFIELD, MEL	1 YR.
HAWK, NEIL	1 YR.
HORR, BRENDA	2ND YR. OF 2 YR.
HOWARD, RICHARD	1 YR.
KADEL, JAMES	2ND YR. OF 2 YR.
KRAMER, VALERIE	2ND YR. OF 2 YR.
LAW, FRED	2 YR.
LAWSON, PAT	1 YR.
MIDKIFF, STEVE	2ND YR. OF 2 YR.
MIDKIFF, TESS	2ND YR. OF 2 YR.
MOORE, MARK	1 YR.
POSTON, ROSEMARY	1 YR.
RAMEY, VIRGINIA	1 YR.
STEWART, HOWARD	2ND YR. OF 2 YR.
STRAZIUSO, LOUISA	2ND YR. OF 2 YR.
SYKES, WILLIAM	2ND YR. OF 2 YR.
THOMAS, DONALD	1 YR.
VALENTINE, M.	1 YR.
VANSICKLE, BARB	1 YR.
WARSAW, SUSAN	1 YR.
WEINBRECHT, H.	2 YR.
WILSON, GENE	2ND YR. OF 2 YR.