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Board of Trustees

7-9-2001

July 9, 2001 Executive Committee Meeting

Shawnee State University

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SHAWNEE STATE UNIVERSITY
Executive Committee Meeting Minutes
July 9, 2001
4:00 p.m., Selby Board Room

Meeting was called to order by the Chairman at 4:04 p.m.

Roll Call

Voting Members present:

Mr. George Clayton	Chairman
Dr. Burton Payne	
Mr. George L. Davis	Member
Mr. William McKinley	Member

Others present:

Dr. Michael Field	Ex-Officio (non-voting)
Mr. Steve Donohue	Board Secretary (non-voting)
Dr. John Kelley	Interim Provost
Mr. Roger Murphy	Vice President of Business Affairs
Dr. Larry Mangus	Vice President of Student Affairs
Mr. Bob Owen	Executive Director, University Advancement

1.0 Minutes and Certification of Compliance with RC 121.22(F)

The Chairman confirmed compliance with RC 121.22(F).

2.0 Approve Minutes of Executive Committee Meetings (5/10/01 and 5/14/01)

The Chairman asked for approval of the Minutes of the Executive Committee Meetings on May 10, 2001 and May 14, 2001. Without discussion, Mr. Davis moved and Dr. Payne seconded a motion to approve the Minutes of the Executive Committee Meetings on May 10, 2001 and May 14, 2001. The Executive Committee unanimously approved said minutes.

3.0 Approval of OACHE MOU Modifications

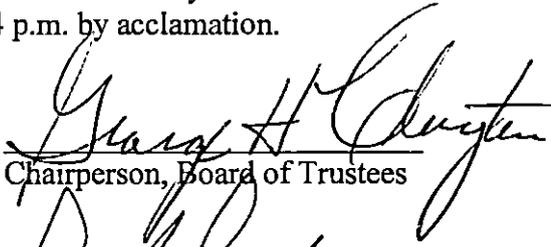
Mr. Clayton asked Dr. Field to explain the Memorandum of Understanding with OACHE. Dr. Field said that SSU had been trying to formalize its relationship with OACHE for some time. Dr. Field said OACHE is independent from SSU but operates under some of our policies. Under OACHE's insurance policy, SSU cannot be named an insured. Dr. Field asked Mr. Donohue if this was correct and he said it was. Dr. Field recommended approval of the OACHE MOU. Mr. Davis asked if the Directors and Officers insurance hinges on SSU. Mr. Donohue said that when the agreement was written, they used our broker for insurance in the amount of \$5 million total liability coverage instead of \$5 million per incident as originally requested in its MOU. He said

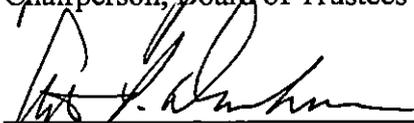
he did not think SSU has a significant risk of liability even though the University could not be named an insured on the OACHE policy. Mr. Davis moved and Dr. Payne seconded a motion to approve Resolution E12-01, Approval of OACHE MOU Modifications. Without discussion, the Executive Committee unanimously approved Resolution E12-01.

4.0 Personnel Appointments

Mr. Clayton said in accordance with SSU Policy 5.16, the most recent appointments requiring Board action are attached to Resolution E13-01 which is recommended for approval. Dr. Field said these personnel appointments all come from Academic Affairs with five faculty appointments. Dr. Field asked Dr. Kelley to inform the Board of these appointments. Dr. Kelley briefed the Board on the five new faculty hires. Mr. Davis moved and Mr. McKinley seconded a motion to approve Resolution E13-01, Personnel Appointments. Without discussion, the Executive Committee unanimously approved Resolution E13-01.

There being no other business, Mr. Davis moved and Mr. McKinley seconded a motion to adjourn the meeting. The meeting adjourned at 4:14 p.m. by acclamation.


Chairperson, Board of Trustees


Secretary, Board of Trustees

RESOLUTION E12-01

APPROVAL OF MODIFICATIONS TO SSU / OACHE MEMORANDUM OF UNDERSTANDING

WHEREAS, the representatives of Shawnee State University and the Ohio Appalachian Center for Higher Education have reached an understanding regarding their mutual responsibilities and obligations; and

WHEREAS, the memorandum of understanding between OACHE and SSU was approved by the Executive Committee of the Board of Trustees by Resolution E10-01.; and

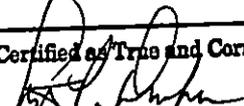
WHEREAS, OACHE has obtained Directors and Officers liability insurance which is acceptable to the University; and

WHEREAS, the parties agree the MOU requires modification to conform to the terms, conditions and limits of OACHE's insurance policy;

THEREFORE BE IT RESOLVED that the Board of Trustees of Shawnee State University authorizes the President to approve this agreement as modified and attached hereto; and

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the President to agree to other changes and modifications to this MOU which does not materially alter the relationship between the parties, and provided further, that the changes are reported to the Board as soon as practical.

(July 9, 2001)

Certified as True and Correct	
	8/20/01
Secretary, SSU Board of Trustees	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO APPALACHIAN CENTER FOR HIGHER EDUCATION
AND
SHAWNEE STATE UNIVERSITY**

WHEREAS, The Ohio Appalachian Center for Higher Education (OACHE) is an independent Board of the State of Ohio established by Am. Sub. House Bill 152 in 1993, and continued in each subsequent biennial appropriations act of the General Assembly; and,

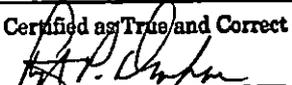
WHEREAS, Shawnee State University (SSU) is a public university created by Chapter 3362 of the Ohio Revised Code and identified in Am. Sub. House Bill 152 in 1993, and in each subsequent biennial appropriations act of the General Assembly, as the location of OACHE; and

WHEREAS, SSU desires to continue its support of OACHE and OACHE desires to continue to work cooperatively with SSU, and to that end, the parties enter this agreement in order to establish the following terms and conditions of the operational relationship between the two parties;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

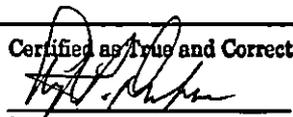
I. Responsibilities of SSU:

- A. SSU shall continue to serve as the location for OACHE and provide office space and such other operational support services as reasonably required for OACHE operations, including, but not limited to, administrative support in accounting, personnel, payroll, purchasing, and security at the fiscal agent's campus.
- B. SSU shall serve as fiscal agent of OACHE. All funds for the use and benefit of OACHE, its programs or operations, that come into the possession of SSU, shall be deposited, separately accounted for and administered by the fiscal agent. Such funds shall remain at all times the property of OACHE. Said funds shall be administered and records maintained in accordance with generally accepted accounting practices and shall be subject to the laws of the State of Ohio concerning the investment and management of public funds or to any restrictions under federal law or the terms or conditions of applicable grants. The fiscal agent shall provide monthly reports to the OACHE Executive Director concerning all contributions to and disbursements from said fund during the preceding month. Any disbursements, other than for reimbursement of travel or travel related expenses of the OACHE

Certified as True and Correct	
	8/31/01
Secretary, SSU Board of Trustees	Date

Executive Director, shall be made only upon authorization of the OACHE Executive Director.

- C. SSU shall not terminate this memorandum of understanding without first giving to OACHE 180 days advance written notice. Notice shall be given by certified mail return receipt requested or hand delivered, effective upon receipt, to Executive Director, Ohio Appalachian Center for Higher Education, 940 Second St. Portsmouth, Ohio 45662.
- D. SSU agrees that should SSU terminate this memorandum of understanding and cease to serve as OACHE's fiscal agent, any existing grants awarded to OACHE shall be retained by OACHE, and SSU shall continue to receive its share of the grant to the extent that it is a participating institution in that particular program. In the event SSU ceases to serve as OACHE's fiscal agent, SSU shall prepare a final accounting of all OACHE funds under its fiscal agency and cooperate fully in the transfer of all such funds to the successor fiscal agent as identified by OACHE.
- E. SSU recognizes and accepts the authority of the Executive Director of OACHE to bind OACHE. SSU shall assume the Executive Director of OACHE has the requisite authority in contract execution unless a written communication to the contrary is received from the OACHE Board of Directors.
- F. SSU recognizes and accepts the authority of the Board of Directors of OACHE to select, remove, and set the compensation for the OACHE Executive Director.
- G. SSU shall approve new positions and appointment of new employees to perform services for OACHE in accordance with SSU policies and procedures; provided, that no new positions shall be created and no offer of employment shall be extended to any such prospective employee without the prior approval of the OACHE Board of Directors or its delegate.
- H. SSU recognizes OACHE as an independent state board with its own organizational charter.

Certified as True and Correct	
	8/30/01
Secretary, SSU Board of Trustees	Date

I. All employees assigned to OACHE are employees of SSU. To the extent that any such employee is a defined member of a bargaining unit, such employee shall be entitled to any collective bargaining rights that they might otherwise be entitled to, regardless of the source of funding for such employee.

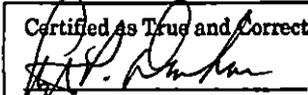
II. Responsibilities of OACHE

A. OACHE shall compensate SSU for fiscal agent and support services through indirect cost reimbursement from governmental grants; however, in the case of the EOC and GearUp grants outstanding at the time of execution hereof, one-half of the indirect costs payable under those grants shall be payable to SSU as fiscal agent. For all subsequent grants and renewals, OACHE shall compensate SSU the entire indirect cost allocation provided in the grant, unless the parties agree otherwise prior to the grant application or renewal by OACHE. SSU shall retain all investment income earned from OACHE funds as part of compensation for services rendered. Obligations hereunder shall be subject to applicable law and the terms and conditions of the applicable grants.

B. OACHE shall comply with all SSU policies and procedures unless both parties agree to exceptions; or SSU policies or procedures conflict with this MOU, in which case the terms of this MOU shall control. The parties agree that travel and travel related expense reimbursement for the OACHE Executive Director shall not be subject to SSU policies and procedures but rather shall be subject to the provisions of the OACHE organizational charter.

C. OACHE shall procure as soon after execution hereof as is practicable and maintain during the term hereof Director's and Officer's liability insurance and organization liability insurance in the amount of at least \$5 million dollars ~~per incident~~, and provide a certificate of insurance in that amount, ~~with SSU named as an additionally insured entity under that policy.~~ Insurance shall be obtained from an insurer rated at least "A-" by A.M. Best and Co.

D. Provide SSU with 180 days of advance written notice of a decision to terminate this memorandum of understanding. Notice shall be given by certified mail return receipt requested or hand delivered, effective upon receipt, to the President, Shawnee State University, 940 Second St., Portsmouth, Ohio 45662.

Certified as True and Correct

Secretary, SSU Board of Trustees 8/30/01
Date

- III. Modifications or amendments hereto shall be in writing and signed by the parties.
- IV. This memorandum of understanding shall remain in effect until terminated according to the provisions hereof or by mutual agreement of the parties.
- V. The persons signing this agreement represent that they have the authority to enter into this agreement and bind the parties to performance of the obligations set forth herein.

Shawnee State University

Ohio Appalachian Center for
Higher Education

by (Date)

by (Date)

Title

Title

Certified as True and Correct
[Signature]
Secretary, SSU Board of Trustees 8/13/01
Date

RESOLUTION E13-01

PERSONNEL

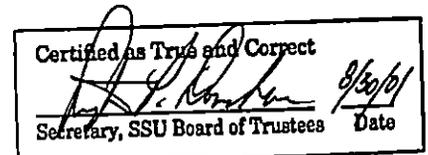
WHEREAS, the University-wide Board policy 5.16 "Approval of Personnel Appointments" establishes the procedure for the approval of those personnel changes requiring action by the Board of Trustees and for the reporting of other personnel actions to the Board; and

WHEREAS, this policy establishes a procedure for the consolidation of personnel resolutions; and

WHEREAS, all actions in this resolution are in compliance with this policy;

THEREFORE BE IT RESOLVED that the Board of Trustees of Shawnee State University authorizes the following personnel actions attached to this resolution effective on the dates indicated.

(July 9, 2001)



PERSONNEL ACTION ITEMS

June 8, 2001 to July 2, 2001

(developed from information received in HR Department through July 2, 2001 only)

ACADEMIC AFFAIRS DIVISION

Appointments

Faculty

Matthew Cram, Instructor of Digital Design and Visualist for the Department of Fine, Digital and Performing Arts at an academic year salary of \$24,580, effective September 17, 2001. Mr. Cram will receive a Master of Fine Arts degree in Visual Arts from Vermont College of Norwich University in February, 2002, and has a Bachelor of Fine Arts degree from Morehead State University. He has prior work experience with SSU teaching courses as a Temporary full-service Instructor and as an Adjunct Faculty member;

Andrew Feight, full-service one-year temporary Assistant Professor of History for the Department of Social Sciences at an academic year salary of \$33,580, effective September 17, 2001. Dr. Feight received a Ph.D. and a Master of Arts degree in History from the University of Kentucky, and a Bachelor of Arts in History from Furman University. Dr. Feight has teaching and tutoring experience in the field of history with Kentucky Universities;

Larry Miller, Assistant Professor of Plastics Engineering Technology for the Department of Industrial and Engineering Technologies at an academic year salary of \$40,780, effective September 17, 2001. Dr. Miller received a Ph.D. and a Master of Science degree in Chemical Engineering from the Ohio University, and a Bachelor of Science in Chemical Engineering from The Ohio State University. Dr. Miller has teaching experience and many years related work experience in this field;

Charlton Coles, full-service one-year temporary Assistant Professor of Psychology for the Department of Social Sciences at an academic year salary of \$34,480, effective September 17, 2001. Dr. Coles received a Ph.D. and a Master of Science degree in Clinical Psychology from the University of Florida, and a Bachelor of Science in Psychology from Georgia State University. Dr. Coles has teaching and related work experience with Colleges in Florida and Georgia;

Timothy Scheurer, Chair/Professor of English and Humanities for the Department of English and Humanities at an academic year salary of \$61,480, effective September 17, 2001. Dr. Scheurer received a Ph.D. in English from Bowling Green State University, a Master of Arts degree in English from Mankato State University, and a Bachelor of Arts degree in English from St. Mary's University. Dr. Scheurer has several years' related work and teaching experience with both public and private Universities.

Administration

Cynthia Ferguson, Director for the Children's Learning Center at a fiscal year salary of \$49,000, effective August 20, 2001. Ms. Ferguson received Educational Administration Certification as an Elementary Principal/Assistant Superintendent, a Master of Education degree specializing in K-12 Special Education and Supervision from Kent State University, and a Bachelor of Arts degree specializing in Secondary Education and English from Mount Union College. Ms. Ferguson has several years work related experience in various Ohio schools and educational centers.

BUSINESS AFFAIRS DIVISION

Nothing to report.

OHIO APPALACHIAN CENTER FOR HIGHER EDUCATION

Nothing to report.

PRESIDENT'S OFFICE

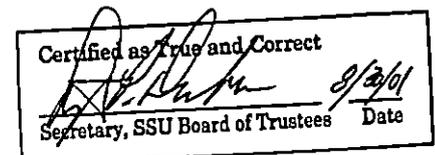
Nothing to report.

STUDENT AFFAIRS DIVISION

Nothing to report.

UNIVERSITY ADVANCEMENT

Nothing to report.



PERSONNEL INFORMATION ITEMS

June 8, 2001 to July 2, 2001

(developed from information received in the HR Department through July 2, 2001 only)

ACADEMIC AFFAIRS DIVISION

Retirement

Faculty/Administration

Edmon Scott, Assistant Professor of Instrumentation for the Department of Industrial and Engineering Technologies, disability retirement effective July 1, 2001 (this is being confirmed).

Change of Status

Faculty/Administration

Larry Estep, change of status from Associate Professor of Business Management to Interim Chair/Associate Professor for the Department of Business Administration in the College of Professional Studies, effective July 1, 2001.

BUSINESS AFFAIRS DIVISION

None.

OHIO APPALACHIAN CENTER FOR HIGHER EDUCATION

None.

PRESIDENT'S OFFICE

None.

STUDENT AFFAIRS DIVISION

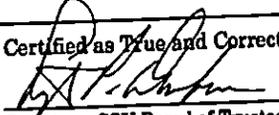
Reclassifications

Administration

Carolyn Gross, position reclassified from Coordinator for the Basics Program, grade 26, to Associate Director for the Basics Program, grade 27, retroactively effective September 6, 2000.

UNIVERSITY ADVANCEMENT

None.

Certified as True and Correct	
	<i>8/2/01</i>
Secretary, SSU Board of Trustees	Date