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Board of Regents, Murray State University

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MINUTES OF THE MEETING OF THE BOARD OF REGENTS
Murray State University
July 17, 1989

The Board of Regents of Murray State University met July 17, 1989, in special session in the Board of Regents Room, Wells Hall, on the campus of Murray State University. The meeting was called to order at 6:20 p.m., C.D.T., by Chairman Kerry B. Harvey. Mr. Eddie Allen, member of the Board of Regents, gave the invocation.

Upon roll call, the following were present: Mr. C. Dean Akridge; Mr. Eddie Allen; Dr. James W. Hammack, Jr.; Mr. Kerry B. Harvey; Mr. M. Randy Hutchinson; Mr. Willie R. Kendrick; Mr. Thomas R. Sanders and Mrs. Virginia Strohecker. Those absent were: Mr. Robert C. Carter and Dr. Billy G. Hurt.

Present for the meeting were: Mrs. Sandra M. Rogers, Secretary of the Board; Dr. James Booth, Vice President for Academic Affairs; Dr. David W. Perrin, Vice President for University Relations and Development; Dr. Augustine Pounds, Vice President for Student Development; Dr. Ward B. Zimmerman, Vice President for Finance Administrative Services; Mr. James O. Overby, University Attorney; Dr. Anita Lawson, Assistant to the President; Mr. Dwain McIntosh, Director of University Information Services; members of the news media and visitors.

Chairman Harvey reported to the Board that the Leadership Paducah, as a part of their leadership training classes, had a higher education day recently and Murray State was well represented by Dr. Stroup, Dr. Vi Miller and others from Murray State. Mr. Harvey reported that he served on the afternoon panel and was pleased with the productive day. The Paducah Chamber of Commerce expressed enthusiasm for the Model Center and expressed support for Murray State.

Mr. Sanders moved that the Board convene into Executive Session for the purpose of discussing personnel items. Mrs. Strohecker seconded and the motion carried. Mr. Overby, University Attorney, was asked to remain in the Executive Session.

Executive Session

The Executive Session began at 6:25 p.m. and ended at 11:05 p.m.

Public Session

The Board convened in public session at 11:10 p.m. President Stroup and her attorney, Mr. Ed Zingman, joined the open session at this point.

Mr. Harvey stated that various personnel matters were discussed and the Board is prepared for action on those matters.

Sabbatical Leave for President Stroup, Granted

Mr. Kendrick moved that the Board of Regents grant Dr. Kala M. Stroup's request for a sabbatical to serve as a Senior Fellow with the American Association of State Colleges and Universities (AASCU) beginning August 1, 1989. Under the terms of the sabbatical agreement, Dr. Stroup will perform the following services for Murray State University:

1. Represent the University to federal agencies and educational associations and upon request introduce individuals from Murray State University to federal agencies and educational associations.
2. Work with University personnel in identifying and soliciting funds for the Commonwealth Center of Excellence for Reservoir Research and the National Museum of the Boy Scouts of America.
3. Serve as a consultant when requested to the Acting President.

She will receive her regular salary and benefits under subparagraphs (A) (1) and (2) (a), (b), (c), (f), and (h) of her existing contract and a monthly allowance of \$2,500 in lieu of other presidential benefits she is foregoing

under her contract (Attachment #1). The salary and allowance are to continue until the expiration of her contract or such earlier date upon which she commences compensation under another employment. Dr. Stroup will continue as President of the University while on leave, but the Board of Regents will designate an Acting President to fulfill the duties of the office while Dr. Stroup is on leave.

Mrs. Strohecker seconded the motion.

Upon call for discussion, Mr. Harvey stated that Mr. Carter and Dr. Hurt have been consulted regarding these matters by telephone and they concur with the Board's decision.

Upon roll call, the following voted: Mr. Akridge, yes; Mr. Allen, yes; Dr. Hammack, yes; Mr. Hutchinson, yes; Mr. Kendrick, yes; Mr. Sanders, yes; Mrs. Strohecker, yes; and Mr. Harvey, yes. Motion carried.

Dr. James Booth Appointed Acting President

Mr. Allen stated that in light of Dr. Stroup's sabbatical, he moved that Dr. James Booth be appointed as Acting President of the University with a \$6,000 stipend added to his present salary for his additional duties beginning August 1, 1989. Mrs. Strohecker seconded and the following voted: Mr. Akridge, yes; Mr. Allen, yes; Dr. Hammack, yes; Mr. Hutchinson, yes; Mr. Kendrick, yes; Mr. Sanders, yes; Mrs. Strohecker, yes; and Mr. Harvey, yes. Motion carried.

Dr. Ward Zimmerman Appointed Acting Executive Vice President

Upon call for other business, Mr. Hutchinson moved that Dr. Ward Zimmerman be appointed as Acting Executive Vice President of the University and in consideration of his additional duties that he be paid an additional stipend of \$4,500 for the year with his new duties beginning August 1, 1989. Mr. Allen seconded and the following voted: Mr. Akridge, yes; Mr. Allen, yes; Dr. Hammack, yes; Mr. Hutchinson, yes; Mr. Kendrick, yes; Mr. Sanders, yes; Mrs. Strohecker, yes; and Mr. Harvey, yes. Motion carried.

Chairman Harvey expressed appreciation to members of the news media and visitors for their patience while the Board was in Executive Session. He stated that the Board would particularly like to recognize the staff persons of Murray State who put in hours above and beyond the call of duty.

Joint Statement by Board of Regents and President Kala Stroup

Chairman Harvey read the joint statement by President Kala M. Stroup and the Murray State University Board of Regents:

The Murray State University Board of Regents and President Kala M. Stroup are pleased to announce that she has requested and been granted a special sabbatical leave to become a Senior Fellow of the American Association of State Colleges and Universities (AASCU) in Washington, D.C. The sabbatical will begin August 1, 1989.

Her decision to take advantage of the opportunity to serve as a Senior Fellow with this prestigious professional organization, which is made up of about 375 state colleges and universities, will be of direct benefit to Murray State.

During her sabbatical, Dr. Stroup will continue to serve the University and will, upon request, introduce Murray State personnel to individuals in federal agencies and educational associations, represent the University's strengths to federal agencies and educational associations and assist Murray State groups in soliciting funds for the Center of Excellence in Reservoir Research and the National Museum of the Boy Scouts of America, which is located on the Murray State campus. She will also be available to act as a consultant to the acting president at Murray State. Dr. Stroup will continue to receive her regular salary and certain other benefits during her sabbatical.

Dr. Allan W. Ostar, AASCU president, said the organization has sponsored a program for many years to identify Senior Fellows among

institutional presidents. He explained that the presidents are invited to spend a year in the Washington headquarters of AASCU so that they may make significant contributions to the advancement of public colleges and universities.

"Because of the high regard in which she is held, as evidenced by her 1987 election to the AASCU board of directors by her fellow presidents, we are looking forward to having someone of President Stroup's caliber and experience to work on projects of major national importance during the fellowship. We have asked her to contribute in the area of academic quality, particularly the work of the chief academic officer in planning and the improvement of academic programs," he said.

All constituent groups are urged to unite in a spirit of cooperation and good will as Murray State University stands at the threshold of an academic year that will include a presidential search and a legislative session -- both crucial to future progress.

Board of Regents Statement Regarding Governance of the University for the Coming Year

Chairman Harvey stated that the second statement deals with the governance of the University for the coming year and is issued by the Murray State University Board of Regents. The statement reads as follows:

Two vice presidents at Murray State University will assume additional responsibilities as acting president and acting executive vice president while the Board of Regents is conducting its presidential search.

They are: Dr. James L. Booth, vice president for academic affairs, who will serve as acting president; and Dr. Ward Brian Zimmerman, vice president for finance and administrative services, who will serve as acting executive vice president.

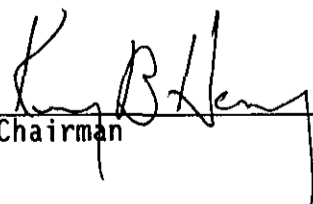
Their new duties will begin August 1, 1989. Both Booth and Zimmerman will continue to function in their specific vice presidential roles.

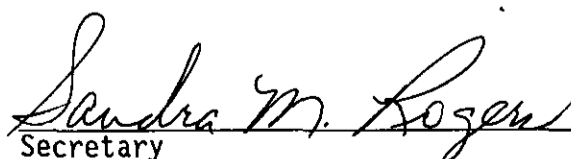
Booth, who joined the faculty at Murray State in 1976, became chairman of the Department of Speech Communication and Theatre in 1981. He served almost two years as interim vice president before being named vice president in April 1984. Booth is a native of Parkersburg, West Virginia.

Zimmerman was appointed a vice president at Murray State in August 1988 after 12 years as director of the budget at the University of Kansas. He is a native of Topeka, Kansas.

Working as a team with Dr. Augustine Pounds, vice president for student development, and Dr. David Perrin, vice president for university relations and development, these administrators have the experience and expertise to provide the stability and the leadership necessary for the management of the University until a new president takes office.

There being no further business to come before the Board, Mr. Allen moved that the meeting adjourn. Mrs. Strohecker seconded and the motion carried. The meeting adjourned at 11:20 p.m.


Chairman


Secretary

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Sandra M. Rogers
Secretary

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, this day entered into by and between MURRAY STATE UNIVERSITY, an institution of higher education located at Murray, Kentucky, and DR. KALA M. STROUP, Murray, Kentucky,

WITNESSETH:

That for and in consideration of the mutual promises contained herein, the parties have agreed on a contract of employment for the position of President of Murray State University under the following terms and conditions:

A. MURRAY STATE UNIVERSITY agrees as follows:

1. To employ DR. KALA M. STROUP as President of Murray State University for a term of four (4) years, commencing on July 1, 1986, at an initial salary of SEVENTY SIX THOUSAND AND NO/100 (\$76,000.00) DOLLARS per year. This salary may be adjusted on an annual basis by action of the Board of Regents but in no event shall such salary be less than SEVENTY SIX THOUSAND AND NO/100 (\$76,000.00) DOLLARS.

The Board of Regents shall conduct an annual performance evaluation of the President. This evaluation shall be conducted each year concurrent with the budget process. Such performance evaluation may be used by the Board to assist it in making relevant decisions under this CONTRACT.

2. To provide to DR. KALA M. STROUP the following benefits as enumerated hereinbelow, specifically:

- a. An automobile, the make and model to be determined by the Board, together with maintenance and insurance (including liability insurance to protect the President in the sum of ONE MILLION [\$1,000,000.00] DOLLARS combined single limit). Additionally, gasoline shall be paid for by Murray State University when the automobile is used for the business of Murray State University.
- b. ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS of term life insurance. This life insurance is over and above the TEN THOUSAND (\$10,000.00) DOLLARS which is provided for each employee of Murray State University, and is to be provided under the contractual arrangement with The Investors Heritage Insurance Company or a successor company as determined by any future action of the Board of Regents.
- c. Disability income insurance for the contractual period to provide protection in an amount equal to sixty (60%) percent of the annual salary with a ninety (90) day waiting period. Should the President become disabled within the terms of the policy, the President will accept the sum payable by the insurance company in lieu of any sum owed by the University under this CONTRACT for that period of time in which she is disabled, except that disability compensation shall not be less than would be paid under the Personnel Policy.

If DR. KALA M. STROUP is totally disabled for a six (6) months period of time, or if it becomes apparent to the Board that she will be totally disabled for such a period of time, then in either event, the Board shall have the option to terminate this CONTRACT. The Board shall utilize competent medical advice in making this decision.

- d. Domestic help as needed for Oakhurst (two [2] full-time domestic employees) same to be reviewed on a semiannual basis.
- e. Entertainment expenses incurred for the use and benefit of Murray State University.

It is the purpose of this provision to provide reasonable entertainment expenses in connection with the fulfillment of the duties of President of Murray State University.

- f. That the standard benefits for Murray State University employees, such as health insurance, shall accrue to the President of Murray State University.
- g. That the President shall be supplied with a family membership in the Frances E. Miller Memorial Golf Club.
- h. That at all University events the President and her immediate family will be supplied with seats appropriate to her position. The Board expects the President to attend such events whenever possible, taking into consideration her other obligations to the University.

i. Murray State University will provide and pay for maintenance and insurance for the building known as Oakhurst and university property located therein. This maintenance and insurance is within the discretion of the Board and in no event shall such maintenance and insurance be the responsibility of DR. KALA M. STROUP. The University will also provide and pay for the upkeep of the grounds immediately adjacent to the building. The University further agrees to pay for all utilities at Oakhurst, including telephone service, except as provided in B.4. as stated hereinbelow.

B. DR. KALA M. STROUP agrees as follows:

1. To fulfill the duties of President of Murray State University for a four-year term as set forth in the law of the Commonwealth of Kentucky and pursuant to the overall direction of the Board of Regents.
2. To reside on the campus of Murray State University at Oakhurst. This on-campus residency is a specific obligation and requirement under this contract of employment.
3. To pay for insurance coverage on any personal property belonging to her which is located in Oakhurst. Furthermore, DR. KALA M. STROUP shall also pay for any personal liability insurance protection which she deems necessary arising out of her occupancy of Oakhurst.

4. To pay for any and all long distance telephone calls which are personal in nature.

C. It is mutually understood and agreed as follows:

1. That DR. KALA M. STROUP when hired as President shall also be given the academic rank of Professor in the Department of Speech Communication and Theatre.
2. The Board of Regents reserves the right to reassign the President to duties other than those associated with the Office of President. Any such reassignment to duties other than those of the President shall be subject to the same salary requirements as called for when DR. KALA M. STROUP is fulfilling the duties of President. The reassignment shall also carry with it the same benefits as to insurance, automobile, and disability benefits, the same as if DR. KALA M. STROUP were occupying the role of President. In the event of reassignment, DR. KALA M. STROUP shall not have the right to continue to occupy the Presidential mansion known as "Oakhurst," nor shall the President have the right to an entertainment allowance.

This provision is included in this contract for the purpose of ensuring harmony as between the Board of Regents and the President, and shall take effect only in the unlikely event that the President loses the confidence of the Board of Regents. The loss of confidence contemplated in this paragraph shall be determined by Board action which shall be clearly stated

as a vote on "loss of confidence" in the President. The salary and such benefits as are to be paid to DR. KALA M. STROUP in the event of reassignment shall be for the term of this contract only; and are not intended to serve as a guide to determine professorial compensation beyond the term of this contract.

This CONTRACT OF EMPLOYMENT is designed to supersede the CONTRACT OF EMPLOYMENT signed on May 2, 1983, insofar as the 1986-87 fiscal year is concerned.

This CONTRACT OF EMPLOYMENT was approved by formal action of the Board of Regents on the 14th day of May, 1986, and the 23rd day of June, 1986, as shown by attested copies of the minutes which are attached hereto.

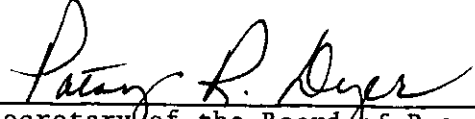
SIGNED in duplicate on this the 26th day of June, 1986.

MURRAY STATE UNIVERSITY

By 
Chairman of the Board of Regents


DR. KALA M. STROUP

ATTEST:


Secretary of the Board of Regents