



# MIDWESTERN STATE UNIVERSITY

Human Resources Department  
3410 Taft Boulevard Wichita Falls, Texas 76308-2099  
Office: 940-397-4221 Fax: 940-397-4780

October 15, 2007

Ms. Melissa Crowe  
University of North Texas  
Department of Journalism  
P. O. Box 311460  
Denton, TX 76203-1460

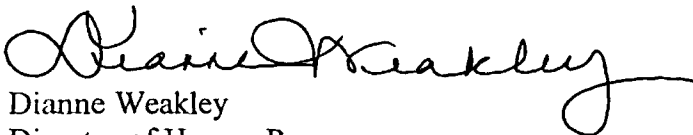
Re: Freedom of Information Foundation of Texas  
2007-2008 Light of Day Project

Dear Ms. Crowe:

In response to your request received October 15, 2007, information is herewith provided in compliance with the Texas Public Information Act (Open Records), Texas Government Code Chapter 552. The enclosed documents consist of the current employment documents and the most recent performance reviews of the university president and the provost.

I trust that these documents will provide you with the information requested.

Very truly yours,

  
Dianne Weakley  
Director of Human Resources

Enc: Contracts  
Board Minutes  
Performance Reviews

THE STATE OF TEXAS

COUNTY OF WICHITA

MIDWESTERN STATE UNIVERSITY  
PRESIDENT TERM CONTRACT

THIS AGREEMENT is signed below this 10<sup>th</sup> day of February, 2006, by and between the State of Texas, through the Board of Regents of Midwestern State University, (the "Board") and Jesse W. Rogers, Ph.D., ("Rogers" or "President").

**WITNESSETH:**

The Board and Rogers, for and in consideration of the terms hereinafter established, and pursuant to the applicable provisions of the Texas Higher Education Code, have agreed and do hereby agree as follows:

The Board has heretofore by previous contract employed Rogers as President of Midwestern State University. This renewal contract is for a term of three (3) years, and is authorized pursuant to action of the Board of Regents taken on February 10, 2006. This contract is stipulated to be in lieu of and supersedes all prior contracts for the term of employment below.

**I. Term**

The Board, by and on behalf of the University, does hereby employ Rogers and Rogers does hereby accept employment as President of the University for the term commencing September 1, 2006, and ending August 31, 2009, unless sooner terminated.

The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure with respect to the office of the President. No right of tenure is created by this Contract. No property interests, express or implied, are created in the President's employment, in that the President will serve as such as an at-will employee, and shall serve at the pleasure of the Board.

The Board and Rogers acknowledge that without expressing a binding intent on the part of either party to do so, this Agreement may, by mutual written Agreement, subsequently be further amended to provide for subsequent annual one-year renewal terms, on either the same or different provisions as may or may not be authorized by the Board and accepted by Rogers, for a like term of September 1 to August 31 of the then applicable year, provided that the Board at its February meeting prior to August 31 of that year has authorized such action.

- 1.4 Faculty Tenure: It is expressly understood and agreed that Rogers has previously completed all of the years of requisite service and administrative requirements of university policy and state law to have previously attained the status of being a tenured faculty member at Midwestern State University, which status has been previously bestowed and is herein ratified. Because of said previous service and administrative bestowal of faculty tenure, termination or non-renewal of Rogers as President of the University shall not affect his status as a tenured faculty member, unless and except the grounds for termination of Rogers as President may also be within the grounds applicable under university policy and state law for termination or non-renewal of tenured faculty members.

## II. Employment

**Duties:** The President shall devote the President's full-time attention and energy to the direction, administration, and supervision of the University. The President is the acting chief executive officer of the University and shall faithfully perform the duties of the President of Midwestern State University for the University as prescribed in the job description set forth in the policies of the University, and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, university policy, rules, and regulations as they exist or may hereafter be amended. Without limiting the foregoing, it shall be the duty of the President to:

- (a) recommend for employment all professional employees of the University subject to the Board's approval.
- (b) employ all other personnel consistent with the Board's policies and federal and state law.
- (c) direct, assign, reassign, and evaluate all of the employees of the University consistent with Board policies and federal and state law.
- (d) organize and arrange the staff of the University, and develop and establish administrative regulations, rules, and procedures which the President deems necessary for the efficient and effective operation of the University consistent with the Board's lawful directives, university policies, and state and federal law.
- (e) accept all resignations of employees of the University consistent with university policies, except the President's resignation, which must be accepted by the Board.
- (f) maintain residence at "Sikes House," the Presidential Home of Midwestern State University, for the purpose of meetings, university entertainment functions, and hosting visiting university guests and dignitaries.

The President shall perform the duties of the President of Midwestern State University for the University with reasonable care, diligence, skill and expertise.

**Board Meetings.** The President shall reasonably be required to attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the President's contract or the President's salary and benefits as set forth in this Contract or the President's evaluation and relationships between the Board and its members.

**Criticism, Complaints, and Suggestions.** The President shall keep the Board informed of all possible meritorious and/or serious criticisms, complaints, or suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the President for study and appropriate action, and the President shall investigate such matters and inform the Board of the results of such efforts.

### **III. Compensation**

**Salary.** The University shall provide the President with an annual salary of no less than two hundred twenty thousand, eight hundred ninety-six Dollars and No/100 (\$220,896), including benefit replacement and longevity pay. This annual salary rate shall be paid to the President in equal installments consistent with the Board's policies.

**Salary Adjustments.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the President, but in no event shall the President be paid less than the salary set forth pursuant to Section 3.1 of the Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract.

**Other benefits.** (See Appendix "A")

### **IV. Review of Performance**

**Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the President at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the President as outlined in the President's job description and this Contract.

**Confidentiality.** The evaluation of the President shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the President from sharing the content of the President's evaluation with their respective legal counsel.

**Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the direction of the Board and state and federal law.

## V. Renewal or Nonrenewal of Employment Contract

**Renewal/Nonrenewal.** Renewal or nonrenewal of the President's employment by the University shall be in accordance with university policies and applicable state law.

## VI. Termination of the Employment Contract

**Mutual Agreement.** This Contract may be terminated by mutual agreement of the President and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

**Severance Pay.** This is an at-will contract. If the contract is terminated by MSU prior to expiration of the contract term, Rogers shall be entitled to severance pay, not to exceed six months salary. The value of benefits then currently being paid at the rate(s) in force at the time of termination will also continue for such period. Such payments will not be discounted if the total thereof is at the time of termination less than the allowance for severance provisions of Section 51.948(b)(2) of the Texas Higher Education Code.

**Sikes House.** Upon termination of this employment contract for any reason, Rogers shall have no further rights of occupancy of Sikes House, the Presidential Residence of Midwestern State University, and shall relinquish occupancy of same no later than sixty (60) days following the effective date of termination.

**Retirement, Disability, or Death.** This Contract shall be terminated upon the retirement or death of the President or upon such disability that could not be subject to reasonable accommodation, and that would prevent the President from performing the duties required by this contract. Termination under this paragraph 6.4 does not create any entitlement to severance pay under paragraph 6.2.

## VII. Miscellaneous

**Controlling Law.** This Contract shall be governed by the laws of the state of Texas and shall be performable in Wichita County, Texas, unless otherwise provided by law.

**Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the President have been superseded by this Contract, and this Contract constitutes the

entire agreement between the parties unless amended pursuant to the terms of this Contract.

**Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the university's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of state law and university policies shall control.

**Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Dated and signed this 10<sup>th</sup> day of February, 2006, to be deemed effective on the date herein provided.

ATTEST:

BOARD OF REGENTS OF  
MIDWESTERN STATE UNIVERSITY

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Jesse W. Rogers, Ph.D.

## **Appendix A**

### **Benefit Clauses to President Employment Contract**

The University shall pay or reimburse the President for reasonable expenses incurred by the President in the continuing performance of the President's duties under this contract. The University agrees to pay the actual and incidental costs incurred by the President for travel. Such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the University. The President shall comply with all procedures and documentation requirements in accordance with university policy and state Law.

#### **Insurance Benefit**

The University shall pay the same part of premiums for hospitalization, major medical, and dental insurance coverage for the President pursuant to the group health care plan as are provided by the University for its employees generally. And costs above the payment provisions herein shall be paid by the President.

#### **Vacation, Holidays, Sick Leave Benefit**

The President may take, at the President's choice, subject to the Board's approval, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the President will be taken at such time or times as will least interfere with the performance of the President's duties as set forth in this Contract. The President shall observe the same legal holidays as provided by university policies for administrative employees on twelve-month contracts. The President is hereby granted the same sick leave benefits as authorized by university policies for administrative employees on twelve-month contracts.

#### **Professional Growth Benefit**

The Board encourages the continued professional growth of the President through the President's active attendance and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information resources, and shall encourage the participation of the President in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informal meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the President to perform the President's professional responsibilities for the University. In its encouragement of the President to grow professionally, the Board shall permit a reasonable amount of release time for the President, as the President and Board deem appropriate, to

attend such seminars, courses, or meetings. The University shall bear the reasonable costs and expenses for such attendance.

### **Civic Activities, Etc., Benefit**

The President is encouraged to participate in community and civic affairs. The expense of such activities shall be borne by the University in accordance with university policies.

### **Club Membership**

The University will either pay or reimburse the President for reasonable local club memberships and expenses, commensurate with advancement of the interests of the University, and as approved by the Board.

### **Use of University Vehicle**

The University will provide a university vehicle for use by the President in the performance of official university business.



# MIDWESTERN STATE UNIVERSITY

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Source: Minutes of Midwestern State University, Board of Regents Meeting,  
February 8-9, 2007

## University President's Annual Performance and Compensation Review and Contract Item No. 07-74

07-74. Mr. Lalani moved that Appendix A (Benefit Clauses) of Dr. Jesse Rogers' current contract be modified to include Dr. Rogers' using a university vehicle in the performance of official university business. He further recommended that in recognition of his outstanding work, Dr. Rogers' total salary for the 2007-2008 year (including benefit replacement and longevity pay) be \$237,560.00. Mr. Malone seconded the motion. Mr. Cannedy stated that the Board is very pleased with Dr. Rogers' performance. He continues to do an outstanding job. The motion was approved.

Dr. Rogers expressed appreciation to the Board for their continued confidence and support of Midwestern State University.



NOTICE OF EMPLOYMENT FOR STAFF EMPLOYEES

MIDWESTERN STATE UNIVERSITY
Wichita Falls, Texas 76308-2099

FRIEDERIKE WIEDEMANN

Date: 08/03/07

[Redacted address information]

Effective 07/01/07 your employment status with Midwestern State University will be as follows:

Position Title: PRGVST 5600
Department: PRGVST
Grade: 00/00
Monthly Salary: \$13,560
Earnings to be Charged to Account Number(s): 2-21001 \$162,720

You will be required to perform all duties assigned to this position.

You will be subject to all policies now existing or as hereinafter amended and adopted in the Manual of Policies and Procedures of Midwestern State University. Copies are available for review in departmental offices and the library. It is recommended that employees be familiar with existing policies.

The monthly term salary specified above is subject to the availability of funds and future legislative actions.

Midwestern State University is an Equal Opportunity Employer.

SPECIAL PROVISIONS / RESPONSIBILITIES:

Midwestern State University is an at-will employer under the laws of the State of Texas, and this document should not be construed to be an employment contract. It is a "Notice of Employment" reflecting your employment status as of the date indicated. It is being provided for informational purposes and is subject to change at the discretion of the University.

PLEASE SIGN AND DATE ALL COPIES (SELF-DUPLICATING) TO INDICATE ACKNOWLEDGEMENT OF THIS MEMORANDUM. RETAIN THE PINK COPY FOR YOUR FILES. RETURN THE WHITE, GREEN, AND YELLOW COPIES TO THE HUMAN RESOURCES DEPARTMENT WITHIN ONE (1) WEEK FROM THE DATE OF THIS MEMORANDUM.

Acknowledged:

[Signature]
MIDWESTERN STATE UNIVERSITY
PRESIDENT

Date: