MEMO TO: MR. THOMAS ATWOOD, Interim Director - Maag Library
DR. NANCY WHITE, President, YSU-OEA
MR. BRIAN K. BRENNAN, President, YSU-ACE
MS. GERRI SULLIVAN, Acting President, YSU-APAS
MS. LORI A. FACTOR, Exec. Director, YSU Alumni Assoc.
ATTY. SANDRA L. DENMAN, University Legal Counsel

FROM: FRANKLIN S. BENNETT, JR.
Secretary to the Board of Trustees

DATE: March 12, 1999

RE: Minutes of Regular Meeting of Board of Trustees of December 11, 1998.

Enclosed are copies of the official Minutes of the Board of Trustees of Youngstown State University for the above-described meeting, with Exhibits and Attachments.

xc: Dr. Leslie H. Cochran, President
Dr. James J. Scanlon, Provost

MINUTES OF REGULAR MEETING
OF
BOARD OF TRUSTEES
OF
YOUNGSTOWN STATE UNIVERSITY

Tod Administration Building
Friday, December 11, 1998

Pursuant to notice duly given, a regular meeting (the one hundred and ninety-third) of the Board of Trustees of Youngstown State University convened at 3:00 P.M., Friday, December 11, 1998, in the Board Room in Tod Administration Building.

Nine trustees were present at the meeting, to-wit: Mr. Bruce R. Beeghly, Chairperson of the Board, who presided, Mr. Martin J. O'Connell, Dr. Y. T. Chiu, Mrs. Ruth Z. Wilkes, Mrs. Eugenia C. Atkinson, Mr. Joseph S. Nohra, Dr. Chander M. Kohli, Mr. Larry E. Esterly, and Mr. Charles B. Cushwa III. Also present was Student Trustee David N. Myhal.

Also present were: Dr. Leslie H. Cochran, President; Dr. James J. Scanlon, Provost; Dr. G. L. Mears, Executive Vice President; Dr. Cynthia A. Anderson, Vice President - Student Affairs; Mr. C. Vernon Snyder, Vice President for Development and Community Affairs; Dr. Charles A. McBriarty, Special Assistant to the President, and Franklin S. Bennett, Jr., Secretary to the Board of Trustees. Also present were approximately 45 persons, including deans, members of the faculty, students, administrators, and members of the news media.

The Chairperson called the meeting to order.

ITEM I - PROOF OF NOTICE OF MEETING.

Evidence was available to establish that pursuant to Article II, Section 1, of the Board's Bylaws, written notice of today's regular meeting was timely provided to each of the nine Trustees, the Student Trustee, and to the President.

ITEM II - OATH OF OFFICE OF NEW TRUSTEE CHARLES B. CUSHWA III.

The Chairperson reported that Governor Voinovich had appointed Mr. Charles B. Cushwa III as a Trustee for the term expiring May, 2007. The Chairperson requested the Secretary to the Board to administer the Oath of Office to Mr. Cushwa. Thereupon, the Secretary administered the Oath to Mr. Cushwa, and Mr. Cushwa was invited to take his seat with the Board of Trustees.

ITEM III - DISPOSITION OF MINUTES FOR REGULAR MEETING HELD SEPTEMBER 11, 1998.

Prior to the meeting, the Secretary had mailed draft copies of the minutes of the Board's regular meeting held on September 11, 1998 to each Trustee, the Student Trustee, and to the President. There being no additions, corrections, or revisions to the minutes, they were approved as mailed.

ITEM IV - REPORT OF THE PRESIDENT OF THE UNIVERSITY.

Dr. Cochran provided the following informational reports:

1. Capital Campaign Update. Dr. Cochran thanked the many people who contributed to the success of the Capital Campaign which now stands at $25.7 million. Dr. Cochran stated that solicitations will continue through year-end.

2. Guide to Sponsored Programs Development. Dr. Cochran introduced Mr. Eric C. Lewandowski, Director - Grants & Sponsored Programs, who reviewed the recently-published, "Guide to Sponsored Programs Development." Mr. Lewandowski stated that since coming to YSU, he has sought to implement a systematic structure for grants and sponsored programs development. Mr. Lewandowski stated that he is very pleased with the progress made thus far, and is gratified with the support he has received from the administration and faculty.

3. Campus Gateways Project. Dr. Cochran introduced Mr. Philip Hirsch, Executive Director - Administrative Services, who described the Campus Gateways project. Mr. Hirsch stated that 25 years earlier the University embarked on a program to convert YSU's urban campus to a pedestrian setting. During the 1970s, portions of Elm, Bryson, and Spring Streets were closed, and the campus was landscaped. Mr. Hirsch distributed a document entitled "Campus Gateway Project," a copy of which is attached to these minutes, describing short and long-range plans for campus design. Dr. Cochran stated that approximately $2.4 million of state capital funds and $500,000 of private contributions will be applied to the Campus Gateway Project, and that no student funds will be used.

4. Sigma Alpha Epsilon Award to Dr. Cynthia Anderson. Dr. Cochran introduced Ms. Judith I. Gaines, Executive Director - Student Life, who reported that Dr. Cynthia Anderson, Vice President for Student Affairs, has been presented with Sigma Alpha Epsilon (SAE) fraternity's highest national award. Ms. Gaines introduced Mr. Robert Perensky, president of YSU's SAE chapter, who nominated Dr. Anderson for the award. Dr. Anderson, who was unaware of the award until Mr. Perensky's presentation,

spoke briefly saying that student appreciation is the most valuable award she could receive.

5. Executive Session. The chairperson recognized Mr. O'Connell who moved that the Board of Trustees vote by roll call for the purpose of holding an executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion and/or compensation of one or more university employees or officials. The motion was seconded by Mr. Esterly. The chairperson asked the secretary to conduct a roll call vote, the results of which are as follows (YES being a vote in favor of the motion to enter executive session):

Mr. O'Connell	YES	Dr. Chiu	YES
Mr. Beeghly	YES	Mrs. Wilkes	YES
Mrs. Atkinson	YES	Mr. Nohra	YES
Dr. Kohli	YES	Mr. Esterly	YES
Mr. Cushwa	YES		

The vote being unanimous in favor of the motion, the chairperson declared the motion carried. The Board entered executive session in the Manchester Room at 3:45 p.m. Present in executive session were all nine trustees, Mr. Myhal, Dr. Cochran, Dr. Scanlon, and the Secretary to the Board. While in executive session the Board considered matters pertaining to a employment grievance filed against the University by a member of the faculty. The Board returned to public session in the Board Room at 4:05 p.m.

ITEM V - REPORTS OF THE COMMITTEES OF THE BOARD.

The Board considered the following committee reports and recommendations:

1. Academic Affairs Committee

Dr. Scanlon reported that the first quarter of the fiscal year again witnessed an increase in grant activity among faculty and staff. Dr. Scanlon stated that the increased grant activity continues to impact directly upon the teaching and learning mission of the University, and benefits the community.

Dr. Scanlon reported that the University has entered into a collaborative partnership agreement with Jefferson Community College (JCC) to provide "2 + 2" programs at YSU and JCC.

Following Dr. Scanlon's report, the Chairperson recognized Mrs. Atkinson, chairperson of the Academic Affairs Committee, who stated that the committee had no resolutions for consideration by the Board.

2. Affirmative Action Committee

The Chairperson recognized Mr. Cushwa, chairperson of the Affirmative Action Committee, who stated that the committee had no resolutions for consideration by the Board.

3. Budget and Finance Committee

Dr. Pomponio provided a staff report noting that the audit for the fiscal year ending June 30, 1998 has been presented to the State Auditor, and is awaiting approval. Dr. Pomponio stated that the University's external auditor issued an unqualified ("clean") opinion for the audit period. Dr. Pomponio briefly described the resolutions recommended by the committee for Board approval.

The Chairperson recognized Mr. Nohra, chairperson of the Budget and Finance Committee, who stated that the committee was recommending three resolutions for adoption by the Board. On behalf of the committee, he then moved the adoption of the following resolution:

Resolution to Authorize
Transfer and Expenditure of Reserve Funds

YR 1999-16

WHEREAS, Youngstown State University has entered into a purchase agreement to acquire the property at 257 Lincoln Avenue, known as Lincoln Place (city lots 1834, 3388, 3389, 3390); and

WHEREAS, the anticipated funding source from State of Ohio Capital Funds has been delayed; and

WHEREAS, it is in the best interests of Youngstown State University to complete the acquisition of 257 Lincoln Avenue without further delay; and

WHEREAS, sufficient funds are available from University sources to complete the acquisition of 257 Lincoln Avenue; and

WHEREAS, assurance has been given by the Ohio Board of Regents staff that the University will be reimbursed for the cost of the acquisition when the State of Ohio Capital Funds are made available;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the transfer of an amount not to exceed $775,000 from the Education and Associated Operations Contingency to the Lincoln Place Acquisition Account for the purpose of completing the acquisition of the property at 257 Lincoln Avenue; and

BE IT ALSO RESOLVED, that the expenditure of these funds is authorized; and

BE IT FURTHER RESOLVED, that the implementation of the transfer shall be held in abeyance until the State of Ohio Capital Funds legislation is enacted.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mr. Nohra then moved the adoption of the following resolution:

Resolution to Approve
Institutional Insurance Programs Policy

YR 1999-17

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, the process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Institutional Insurance Programs, 3005.01 of the *University Guidebook,* and does hereby rescind the former corresponding Article IX, Section 9, of the *Policies of the Board of Trustees of Youngs-*

town State University, both shown as Exhibit A attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mr. Nohra then moved the adoption of the following resolution:

Resolution to Rescind
<u>Budget and Finance Related Policies</u>

YR 1999-18

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Equipment Replacement Reserve Policy can now be rescinded because the conditions at the time the policy was developed are no longer operable and the recently instituted division-based budgeting process provides a potential source of funding for the replacement of equipment; and

WHEREAS, the Savings Account Policy can now be rescinded based upon the Board's approval of *University Guidebook* policies 3006.01 - Deposit of University Funds, and 3007.01 - Investment of University Funds; and

WHEREAS, the Rules for Assessing Tuition and Fees Policy can now be rescinded based upon the Board's approval of *University Guidebook* policies *1006.01 - Admission, Retention, and Graduation Standards, and 3002.02* Development and Assessment of Student Fees;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby rescind Article IX, Section 16, of the *Policies of the Board of Trustees of Youngstown State University* governing the Equipment Replacement Reserve; Article IX, Section 10.4, of the *Policies of the Board of Trustees of Youngstown State University* governing Savings Account; and Article VIII, Sections 2.1, 2.2, and 2.3, of the *Policies of the Board of Trustees of Youngstown State University* governing Rules for Assessing Tuition and Fees; shown as Exhibit B attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

4. Building and Property Committee

Mr. Hirsch briefly described the resolutions proposed by the committee for Board approval. Mr. Hyden reported that the Beecher Center project is progressing smoothly with completion expected in the Spring of 1999. Mr. Hyden reported that Bliss Hall renovations should be completed in April, 1999; that the initial phase work on the Center for Historical Preservation has been completed; that the Blunden Barkeley firm has been selected as the project architect/engineer for the Sweeney Welcome Center; and that the Olsavsky/Jaminet firm has been selected as the project architect/engineer for the Melnick Hall project.

Following Mr. Hirsch and Mr. Hyden, the Chairperson recognized Mr. Esterly, chairperson of the Building and Property Committee, who stated that the committee was recommending three resolutions for adoption by the Board. On behalf of the committee, he then moved the adoption of the following resolution:

Resolution to Approve
Parking Services Policy

YR 1999-19

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, the process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Parking Services, policy number 4006.01 of the *University Guidebook,* and does hereby rescind the former corresponding Article IX, Section 11, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit C attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mr. Esterly then moved the adoption of the following resolution:

Resolution to Approve Selection of
<u>Architects/Engineers for University Capital Projects Policy</u>

YR 1999-20

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, the process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the creation of an Institutional Policy governing Selection of Architects/Engineers for University Capital Projects, policy number 4007.01 of the *University Guidebook,* shown as Exhibit D attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mr. Esterly then moved the adoption of the following resolution:

Resolution to Rescind the Authorization
<u>for Rental of Space on WYSU-FM's Tower Policy</u>

YR 1999-21

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Authorization for Rental of Space on WYSU-FM's Tower Policy can now be rescinded because the tower was razed along with the building formerly on the site of the McDonough Museum;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby rescind Article IX, Section 2.2 of the *Policies of the Board of Trustees of Youngstown State University* governing Authorization for Rental of Space on WYSU-FM's Tower, shown as Exhibit E attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

5. <u>Development Committee</u>

Mr. Snyder reported that gifts to the Annual Fund for the quarter ending September 30, 1998 increased by 74% from the previous year, and that the 1997-98 Annual Report had recently been mailed. Following Mr. Snyder's report, the Chairperson recognized Dr. Kohli, chairperson of the Development Committee, who stated that the committee was recommending three resolutions for adoption by the Board. On behalf of the committee, he then moved for adoption of the following Resolution:

Resolution to Approve
<u>Acceptance of Gifts Policy</u>

YR 1999-22

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can remit in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Acceptance of Gifts, policy number 5007.01 of the *University Guidebook,* and does hereby rescind the former corresponding Article IX, Section 12, of the *Policies of the Board of Trustees of Youngstown State University,* and Resolution YR 1993-55, shown as Exhibit F attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Dr. Kohli then moved the adoption of the following resolution:

<u>Resolution to Approve WYSU Policy</u>

YR 1999-23

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing WYSU, policy number 5008.01 of the *University Guidebook,* and does hereby rescind the former corresponding Article IX, Section 7, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit G attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Dr. Kohli then moved for adoption of the following Resolution:

Resolution to Accept Development Gifts

YR 1999-24

WHEREAS, Board policy provides that the President shall compile a list of gifts to the University for each meeting of the Board of Trustees and present the list accompanied by his recommendation for action by the Board; and

WHEREAS, the President has reported that the gifts as listed in Exhibit H attached hereto are being held pending acceptance and he recommends their acceptance;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby accept these gifts on behalf of Youngstown State University and requests that the President acknowledge the acceptance of these gifts and express our gratitude for their generosity in support of the University.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

6. Intercollegiate Athletics Committee

Pauline Saternow, Associate Executive Director - Intercollegiate Athletics, reported that the YSU intercollegiate athletics program had received full certification from the National Collegiate Athletics Association (NCAA). The Chairperson recognized Dr. Chiu, chairperson of the Intercollegiate Athletics Committee, who stated that the committee had three resolutions for consideration by the Board. On behalf of the committee, Dr. Chiu then moved for adoption of the following resolution which was read in full by Mr. Tressel:

Resolution of Recognition for Anthony Pannunzio

YR 1999-25

WHEREAS, Anthony Pannunzio has distinguished himself in the classroom with a grade point average of 3.69 in Civil Engineering; and

WHEREAS, Anthony Pannunzio, a senior defensive back, captain of the YSU Penguin Football Team, and three-year letter winner has earned All-Gateway Conference Academic accolades and was named to the GTE CoSIDA All District Team in 1997; and

WHEREAS, Anthony has been selected one of only three Division I-AA student-athletes and one of only seventeen student-athletes nationwide to receive the prestigious National Football Foundation and College Hall of Fame's National Scholar Athlete of the Year Award; and

WHEREAS, Anthony was honored at the forty-first Annual Awards Dinner on December 8, 1998, at the Waldorf-Astoria in New York City; and

WHEREAS, Anthony has demonstrated his commitment to academics, his team, and his community through his volunteer efforts with the local Safe Kids Project, Right to Read Week Program, and the Tod Children's Hospital Telethon;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University extends its sincere congratulations to Anthony Pannunzio on his exemplary leadership in representing the University.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Dr. Chiu then moved the adoption of the following resolution:

Resolution to Approve Awarding
Intercollegiate Athletic Broadcast Rights Policy

YR 1999-26

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the creation of an Institutional Policy governing Awarding Intercollegiate Athletic Broadcast Rights, policy number 6002.01 of the *University Guidebook,* shown as Exhibit I attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Dr. Chiu then moved the adoption of the following resolution:

Resolution to Approve the
Five-Year Gender Equity Plan-Phase II

YR 1999-27

WHEREAS, the University has demonstrated its commitment to gender equity by establishing the fundamental principle that all sports programs are funded in a comparable manner to ensure equal access, participation, and support for men and women alike; and

WHEREAS, in 1994 the Youngstown State University Board of Trustees approved a five-year gender equity plan which committed $696,000 to fund scholarships, staffing, operating budgets, and physical facilities to enhance the women's intercollegiate athletic program; and

WHEREAS, the University plans to extend its commitment to the women's intercollegiate athletic program through the implementation of the Five-Year Gender Equity Plan - Phase II; and

WHEREAS, the completion of these two plans will increase the funding for the women's intercollegiate athletic program by over $1 million, thereby doubling the level of support prior to 1994; and

WHEREAS, the University will annually increase the operations base by $40,000, totaling $200,000; and starting in 2000-01 and continuing for the next five years, the intercollegiate athletic program will annually add four new women's scholarships (estimated at $35,000), totaling $175,000;

NOW, THEREFORE, BE IT RESOLVED, that the Five-Year Gender Equity Plan - Phase II, totaling $375,000, be approved.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

7. Personnel Relations Committee.

Ms. Jean Wainio, Interim Executive Director - Human Resources, briefly summarized the resolutions proposed for Board action. The Chairperson recognized Mrs. Wilkes, chairperson of the Personnel Relations Committee, who stated that the committee was recommending thirteen resolutions for adoption by the Board. On behalf of the committee, she then moved for adoption of the following Resolution:

Resolution to Ratify Faculty/Staff Appointments

YR 1999-28

WHEREAS, the Policies of the Board of Trustees direct the President to appoint such employees as are necessary to effectively carry out the operation of the University; and

WHEREAS, new appointments have been made subsequent to the September 11, 1998, meeting of the Board of Trustees; and

WHEREAS, such appointments are in accordance with the 1998-99 Budget and with the University policy on Equal Employment Opportunity;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the appointments as listed in Exhibit J attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
Exempted Professional/Administrative Staff
<u>and Department Chairpersons Vacation Leave Policy</u>

YR 1999-29

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Exempted Professional/Administrative Staff and Department Chairpersons Vacation Leave, policy number 7002.05 of the *University Guidebook,* and does hereby rescind the former corresponding Article III, Section 6, of the *Policies of the*

Board of Trustees of Youngstown State University, both shown as Exhibit K attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
Exempted Professional/Administrative Staff
and Department Chairpersons Development Leave Policy

YR 1999-30

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Exempted Professional/Administrative Staff Development Leave, policy number 7002.06 of the *University Guidebook*, and does hereby rescind the former corresponding Article III, Section 30, of the *Policies of the Board of Trustees of Youngstown State University*, both shown as Exhibit L attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Modify
Drug-Free Environment Policy

YR 1999-31

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Drug-Free Environment, policy number 7006.01 of the *University Guidebook,* and does hereby rescind the former corresponding policy number 7006.01, effective December 14, 1997, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit M attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
Employee and Student Health Insurance Programs Policy

YR 1999-32

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the creation of the Institutional Policy governing Employee and Student Health Insurance Programs, policy number 7008.01 of the *University Guidebook,* shown as Exhibit N attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
Collective Bargaining Policy

YR 1999-33

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Collective Bargaining, policy number 7009.01 of *the University Guidebook,* and does hereby rescind the former corresponding Article III, Section 3, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit O attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
Recognition of Employee Degrees Policy

YR 1999-34

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Recognition of Employee Degrees, policy number 7010.01 of the *University Guidebook,* and does hereby rescind the former corresponding Article III, Section 18, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit P attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
Publication of Employee Degrees Policy

YR 1999-35

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Publication of Employee Degrees, policy number 7010.02 of the *University Guidebook,* and does hereby rescind the former corresponding Article III, Section 18, of the *Policies of the Board of Trustees of Youngstown state University,* both shown as Exhibit Q attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
<u>Support of Employee Degrees Policy</u>

YR 1999-36

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Support of Employee Degrees, policy number 7010.03 of the

University Guidebook, and does hereby rescind the former corresponding Article III, Section 18, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit R attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
<u>Political Activities of Employees Policy</u>

YR 1999-37

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Political Activities of Employees, policy number 7012.01 of the *University Guidebook,* and does hereby rescind the former corresponding Article III, Section 16, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit S attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve
Exempted Professional/Administrative Staff
Distinguished Service Awards Policy

YR 1999-38

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Exempted Professional/Administrative Staff Distinguished Service Awards, policy number 7014.01 of the *University Guidebook,* and does hereby rescind the former corresponding Article III, Section 31, of the *Policies of the Board of Trustees of Youngstown State University,* both shown as Exhibit T attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Rescind
Personnel Relations Related Policies

YR 1999-39

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Honoring Faculty and Staff Policy can be rescinded because the conditions at the time the policy was developed are no longer operable, and there are several longstanding programs and activities that occur each year to honor faculty and staff; and

WHEREAS, the Policy dealing with Restrictions on Contracts with University Employees can now be rescinded based upon the Board's approval of *University Guidebook* policy 7001.01 - Conflicts of Interest; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby rescind Article III, Section 28, of the *Policies of the Board of Trustees of Youngstown State University* governing Honoring Faculty and Staff, and Article III, Section 32, of the *Policies of the Board of Trustees of Youngstown State University* governing Restrictions on Contracts with University Employees for the Provision of Goods or Services, shown as Exhibit U attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

On behalf of the committee, Mrs. Wilkes then moved the adoption of the following resolution:

Resolution to Approve the
Implementation of Alternative Retirement Policy

YR 1999-40

WHEREAS, the 121st General Assembly has enacted Amended Substitute House Bill No. 586, codified in Chapter 3305 of the Ohio Revised Code, which became effective March 31, 1997; and

WHEREAS, Section 3305.04 of the Ohio Revised Code provides that the Board of Trustees of each public institution of higher education shall enter into a contract with each entity offering a retirement plan designated pursuant to Section 3305.03 of the Ohio Revised Code for the purpose of establishing an alternative retirement program in accordance with Chapter 3305;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees ("Board") of Youngstown State University ("YSU"), does hereby adopt an alternative retirement program, effective January 1, 1999, pursuant to the provisions of Ohio Revised Code 3305, as outlined below:

Section 1. Purpose. In accordance with the provisions of Chapter 3305 of the Ohio Revised Code, YSU hereby establishes an alternative retirement program, effective as of the 1st day of January, 1999, for the benefit of electing academic and administrative employees, as defined in Section 3305.01(C) of the Ohio Revised Code ("Employees").

Section 2. Adoption of Alternative Retirement Plans. This Board, as to each designated alternative retirement plan provider, approved in accordance with Section 3305.03(A) of the Ohio Revised Code by the State of Ohio Department of Insurance ("Provider"), hereby adopts the alternative retirement plan, in substantially the form attached hereto as Exhibit V, and made a part hereof by this reference.

Section 3. Adoption of Alternative Retirement Program Agreement. This Board, as to each Provider hereby adopts the Alternative Retirement Program Provider Agreement (the "Agreement"), in substantially the form attached hereto as Exhibit W, and made a part hereof by this reference, for purposes of implementing an alternative retirement plan.

Section 4. Authorization to Execute Agreement. The administration of YSU is hereby authorized to execute an Agreement with each Provider on behalf of YSU.

Section 5. Contributions. YSU will contribute to the Provider selected by an Employee, electing to participate in the alternative retirement program, an amount equal to the amount which YSU would have been contributed to the respective state retirement system in which the Employee would participate, less the amount specified in Section 3305.06(E). In the case of employee contributions required under Section 3305.06(A) of the Ohio Revised Code, YSU may treat such contributions as employer contributions under the relevant provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.

Section 6. Administrative Authority. In accordance with the provisions of Section 3305.04 of the Ohio Revised Code, and except as specifically provided in the Agreement, this Board may perform such functions and provide as necessary for the administration of each alternative retirement plan as it may determine.

Section 7. Rule Promulgation. This Board will have the authority to promulgate uniform rules of interpretation, consistent with Section 3305.01 (C) of the Ohio Revised Code, to determine whether any person is an academic or administrative employee eligible to participate in the alternative retirement program.

Section 8, Open Meetings. This Board finds and determines that all formal actions of this Board relating to the enactment of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Following discussion, the motion received the affirmative vote of all trustees present. The Chairperson declared the motion carried and the Resolution adopted.

8. Student Affairs Committee

Dr. Anderson described the successes achieved in the initial year of the Supplemental Instruction Program. Funded with Challenge Funds from the Ohio Board of Regents, the Supplemental Instruction Program began with 14 classes in the 1997-98 academic year and has grown to 22 classes. The program provides peer-assisted review and study in traditionally challenging undergraduate courses.

Following Dr. Anderson's report, the Chairperson recognized Mr. O'Connell, chairperson of the Student Affairs Committee, who stated that the committee had no resolutions for consideration by the Board.

9. Executive Committee

The Chairperson stated that the Executive Committee had no report.

ITEM VI - COMMUNICATIONS, MEMORIALS

Pursuant to his written request, Mr. Adh-Dharr Abdul-Khalliq addressed the Board regarding Black Studies at Youngstown State University.

ITEM VII - UNFINISHED BUSINESS

There was no unfinished business considered by the Board.

ITEM VIII - NEW BUSINESS

There was no new business considered by the Board.

ITEM IX - TIME AND PLACE OF UPCOMING REGULAR MEETINGS

YR 1999-41

Upon motion made by Mrs. Wilkes, seconded by Mr. O'Connell, which received the affirmative vote of all trustees present, the trustees resolved to set the following dates and times for the next regular meetings of the Board:

3:00 P.M., on Friday, March 12, 1999
3:00 P.M., on Friday, June 18, 1998

ITEM X - ADJOURNMENT

Upon motion duly made and seconded, the meeting was duly adjourned by unanimous vote of the trustees at 5:00 p.m.

____
Chairperson

ATTEST:

____
Secretary to the Board of Trustees

YSU

UNIVERSITY GUIDEBOOK

Subject: Institutional Insurance Programs

Developed by:	Leonard A. Perry	Authorized by:	G. L. Mears
Title:	Director, Environmental & Occupational Health & Safety	Title:	Executive Vice President
		EFFECTIVE:	
Date:	June, 1998		

Policy: The Board of Trustees authorizes all of the University's institutional insurance programs. All existing programs will be reviewed annually.

RESOLUTION NUMBER: YR 1999 -

Parameters:

- A professional consulting firm conducts the review of the University's insurance program.
- Competitive bidding shall be undertaken when a major change is made in the coverage, when there is a significant premium rate increase, when required by statute, or when directed by the Board of Trustees.

Procedures:

1. The Executive Vice President or designee will annually engage a professional consulting firm to review the institutional insurance programs.
2. The report of the consultant will be submitted to the Executive Vice President who will review the report and develop a recommendation if appropriate. The recommendation is presented to the President's Cabinet for internal review.
3. The results of the internal review will be submitted to the Building and Property Committee of the Board of Trustees for information.
4. In the event that any of the institutional insurance programs are to be rebid, the Executive Vice President or designee will initiate the process of soliciting bids sufficiently in advance of the termination of the existing contract.

Agenda Item F.3.c.
Exhibit A

EXISTING POLICY—TO BE RESCINDED

Article IX

Section 9. University Insurance Program

Youngstown State University's Insurance Program should be reviewed for possible rebidding at least every three years by a professional fee-basis consulting firm whose report is submitted to the Board. Competitive bidding shall be undertaken when so directed by the Board or when required by statute, when a major change is made in coverage, or when a premium rate increase appears unjustified. Employee and student health insurance is subject to competive bidding every five years or in keeping with the preceding requirements.

This is the existing Policy that 3005.01 will replace.

Section 16. Equipment Replacement Reserve

An Equipment Replacement Reserve is established for departments budgeted in University Operation, Fund One. All equipment and furnishings shall be identified by classification, life expectancies, and a presumed replacement cost identified. A replacement schedule and a depreciation schedule shall be developed for a twenty-year period. Each schedule shall be modified annually to accommodate new equipment purchased, to delete equipment which has been replaced and to add a new twentieth year.

The Equipment Replacement Reserve shall be invested in the same manner as other University funds and shall each quarter receive the income earned. The fund shall also receive the proceeds from the sale of all used equipment from Fund One. The annual operating budget of the University shall include a single amount as a payment to the Equipment Replacement Reserve which shall be sufficient, when the present balance of the Reserve and the annual projected interest earnings are calculated, to provide the "annual contribution" to the Reserve as determined on the depreciation schedule.

A detailed procedure consistent with this policy and the resolution and exhibits displayed when it was adopted shall be promulgated by the President. It shall include, but not be limited to: (1) provision for annual distribution to department heads of a list of equipment items scheduled for replacement; (2) certification by department heads that equipment should be replaced that year or replacement postponed; (3) review and recommendation concerning such certifications by cognizant Area Officers and the University Budget Committee; (4) a final ruling by the President; (5) disposition by the Purchasing Department of all used equipment replaced by this method; and (6) provision for substitution of new items of equipment which, through technological advances, serve the same purpose as the equipment being replaced.

Consideration of authorized expenditures from the Equipment Replacement Reserve shall be coordinated with, but separate from the annual operating budget.

EXISTING POLICY—TO BE RESCINDED

ARTICLE IX

10.4 Savings Account

The President may authorize the establishment of a savings account at the banking institution designated the official depository and the authority to move money between the savings account and other authorized accounts is vested in the Executive Director of Finance or Director of Investments.

ARTICLE VIII.
UNDERGRADUATE ADMISSION, RETENTION, GRADUATION, TUITION AND FEES

Section 2. Rules for Assessing Tuition and Fees

The University shall establish, subject to the approval of the Board of Trustees, appropriate rules and regulations governing the requirements for admission to the University.

2.1 Residence, for assessing tuition and fee charges, shall be determined at the time of admission or readmission by the Director of Admissions based on regulations established by the Board of Trustees. University residency requirments shall be identical with Ohio residency requirements as set by the Ohio Board of Regents RG-1-02 adopted on June 20, 1968 by the Ohio Board of Regents and as that rule may be later modified by that Board. Appeals for a change in classification may be made to the Residence Classification Board.

2.2 Students shall be charged tuition and/or fees in accordance with the schedules adopted by the Board of Trustees from time to time.

2.3 Any student who willfully falsifies evidence of his residency status shall be subject to disciplinary action and shall pay the non-resident tuition surcharge.

YSU

UNIVERSITY GUIDEBOOK

Subject: Parking Services

Developed by:	Joseph Scarnecchia	Authorized by:	Philip M. Hirsch
Title:	Director Support Services	Title:	Executive Director Administrative Services
Date:	June, 1998	EFFECTIVE:	

Policy: The Department of Parking Services is responsible for the operation of all parking facilities on campus, enforcement of University parking regulations, and the provision of safe, clean, and convenient parking for students, faculty, staff, and visitors.

RESOLUTION NUMBER: YR 1999

Parameter:

- Parking facilities and operating costs of the Department of Parking Services are funded by income from parking permits, parking meters, daily and special events parking, and fines imposed for violation of parking regulations.

Procedures:

1. Businesses or other organizations which lease space on campus or which contract with the University for the provision of services may purchase parking permits for their employees.

2. Trustees of the University, Trustees of YSU affiliated organizations, government officials, outside counsel, and officers of other universities are permitted to park in designated Visitor's Areas without cost while on business at the University.

3. Parking Services personnel and University police officers are authorized to issue citations to vehicles parked in violation of parking regulations.

4. Collective bargaining contracts may contain specific parking procedures and fee information.

5. The Board of Trustees approves parking fees and fines, upon the recommendation of the President.

Agenda Item F.4.b.
Exhibit C

6. Parking fees and regulations may be found in the Parking Services brochure, the *University Bulletins*, and other University publications.

EXISTING POLICY—TO BE RESCINDED

Section 11. Parking Policy

Effective Fall Quarter, 1987 , there shall be a $25.00 quarterly parking permit fee charged to all students (full-time and part-time) taking courses for credit or non-credit, for the purpose of providing access to designated parking lots for approved vehicles in accordance with current parking and driving regulations.

Effective Fall Quarter, 1987 , there shall be a $25.00 quarterly parking permit fee charged for all full-service faculty, limited-service faculty, staff and part-time employees (excluding student employees and graduate assistants) for the purpose of providing access to designated parking lots for approved vehicles in accordance with current parking and driving regulations. Should such employment continue into subsequent quarters of the fiscal year in which the permit was purchased, a transfer of $25.00 will be made as a fringe benefit from the employee's departmental budget to the Parking Lot income account.

Any vehicle not bearing a current parking permit but wishing admittance to a University parking lot shall be admitted on the basis of $1.00 per entrance, collectible at the gate. The Administration shall designate which lots are available for cash business. Employees of contracted service companies who are employed on a full-time basis to render service to the University willbe permitted to park in a designated lot upon purchase of a $25.00 quarterly parking permit.

Parking privileges in special and limited situations, functions and activities which benefit the University, may be extended by the President, or his designee.

YSU

UNIVERSITY GUIDEBOOK

Subject: Selection of Architects/Engineers for University Capital Projects

Developed by:	G. L. Mears	Authorized by:	G. L. Mears
Title:	Executive Vice President	Title:	Executive Vice President
Date:	October, 1998	**EFFECTIVE:**	

Policy: Selection of architects/engineers for University capital projects is based on size, complexity, and estimated cost of the project. Small projects are typically completed by the University architect and internal personnel. For projects with estimated costs of more than $500,000, external architects/engineers are selected based upon consideration/evaluation of submitted proposals. Selection in the latter instance is by the Building and Property Committee of the Board of Trustees, and, as applicable, in conjunction with the Office of the State Architect.

RESOLUTION NUMBER: YR 1999 -

Parameters:

- For institutional purposes, capital projects are defined as those projects where the potential architects/engineers' fee is over $10,000. Basic remodeling and renovation projects under this amount are not subject to this policy.

- All projects will be publicly advertised according to institutional or state requirements. At a minimum, all projects requiring external architects/engineers will be advertised in *The Vindicator*.

- If it is determined that University personnel have the time and capability to complete a smaller project (typically $500,000 or less), the project will be completed internally and will not be advertised to external firms.

- Whenever appropriate, the University will consider the use of a construction manager.

- This policy recognizes that on rare occasions it may not be feasible to conduct a timely Board of Trustees' Building and Property Committee meeting. In such cases, the University President and the Board's Building and Property Committee Chairperson will agree upon an appropriate procedure to be followed.

Agenda Item F.4.c.
Exhibit D

- The Executive Director of Administrative Services, in consultation with the Provost/Vice President, will determine the appropriate representative(s) to serve on the Project Team.

Procedures:

There are three general procedures that may be used to determine the use and selection of architects/engineers for capital projects. It is recognized that under a particular situation, one or more modifications may need to be made to accommodate the requirements of a specific project.

The Director of Maintenance and Repair of Buildings will prepare a preliminary estimate of costs and scope of all projects. A recommendation including these factors and the capability of internal personnel to complete the project will be submitted to the Executive Vice President for determination of the procedures to be followed.

Classification One (1). Capital Projects Designed by University Staff (typically $500,000 or less)

1. The Executive Director of Administrative Services will appoint a Project Team and Chairperson for each project.

2. The Team will typically include two or three University professional staff members and one or more "users" of the space to be constructed. The Team Chairperson will maintain and regularly distribute minutes of all meetings.

3. The Team Chairperson will work closely with the members of the department/unit that will occupy the space being designed and maintain the scope and costs of the project within the availability of project funds.

4. Approved projects will be shared, for informational purposes, at regularly scheduled meetings of the Building and Property Committee of the Board of Trustees. It is recognized that on rare occasions, and where timely decisions are required, it may not be feasible to immediately convene a meeting of the Building and Property Committee. In such cases, the University President and the Building and Property Committee Chairperson will agree upon an appropriate procedure to be followed.

Classification Two (2). **Capital Projects Administered by the University and Designed by External Architects/Engineers (typically over $500,000 but less than $4 million)**

1. The Executive Director of Administrative Services will appoint a Project Team and Chairperson for each project.

2. The Team will typically include two or three University professional staff members and one or more "users" of the space to be constructed. The Team Chairperson will maintain and regularly distribute minutes of all meetings.

3. The Project Team will determine the desired qualifications needed by the architect/engineer for the project. These qualifications, along with the scope of the project, will be stated in the Request for Proposals (RFP).

4. The RFP will be sent to an appropriate number of design firms who have expressed an interest in being considered for University projects. Additional firms will be solicited through an advertisement in *The Vindicator*.

5. The rating form will list the desired qualifications to be considered in evaluating the design firm and will assign a value to each qualification. Factor values will be proportional to the significance of the qualification.

6. Each member of the selection committee will evaluate each proposal using the evaluation form.

7. The total points on each qualification for each proposing firm will be totaled by the Project Team and an average score on each qualification and a composite score will be calculated.

8. The Team's recommendations will be shared with the Executive Vice President for consideration and counsel with the President.

9. The President will submit to the Building and Property Committee an unranked list of three to five top-scoring firms, along with the rationale (pros and cons) provided by the Project Team.

10. The Building and Property Committee will serve as the selection committee.

11. A copy of the RFP and the Responses to the Request for Proposals provided by the firms recommended for interviews will be provided to the Building and Property Committee. The order in which firms are interviewed will be determined by a draw.

EXISTING POLICY—TO BE RESCINDED

2.2 Authorization for Rental of Space on WYSU-FM's Tower

The use of Youngstown State University's radio tower shall be authorized by the President, or his designee, in accordance with the following Board of Trustees' policy.

The first priority for its use shall be given to WYSU-FM for delivering its service to the interests and needs of the Youngstown community. Second priority shall be given to Northeastern Educational Television of Ohio, (NETO); third priority shall be given to non-profit or governmental agencies; and fourth priority shall be given to non-university groups which are commercial organizations.

An appropriate lease agreement shall be negotiated between the University and the organization wishing to place equipment on the tower. At the end of the lease agreement period, the University reserves the right to renegotiate the lease, or offer tower space to other clients. Each agreement shall be for a minimum of five years.

Rates for the use of the tower space shall be established by the Board of Trustees. Appropriate Federal Communication Commission (FCC) authorization shall be secured. The WYSU-FM tower shall be inspected to determine if the structure can support additional equipment, and the costs for such inspection performed by a firm acceptable to the University shall be borne by the client.

Agenda Item F.4.d.
Exhibit E

45 + 46

EXISTING POLICY—TO BE RESCINDED

Section 7. Broadcasting and Programming Policies for
Radio Station WYSU-FM

Radio Station WYSU-FM is a cultural and educational service of Youngstown State University. Its purposes, objectives and regulations are included in these policies as Appendix F.

YSU

UNIVERSITY GUIDEBOOK

Subject: Acceptance of Gifts

Developed by:	C. Vernon Snyder	Authorized by:	Leslie H. Cochran
Title:	Vice President Development & Community Affairs	Title:	President
		EFFECTIVE:	
Date:	May, 1998		

Policy: The Board of Trustees may accept gifts to the University. Whenever securities of any kind are accepted as gifts, the President or Vice President for Development and Community Affairs shall cause such securities to be sold as soon as feasible and the proceeds be disbursed in accordance with the terms outlined by the donor.

RESOLUTION NUMBER: YR 1999 -

Parameters:

- Gifts made to the University may be real or personal property, both tangible and intangible. Gifts usually accepted by the University range from, but are not limited to, real estate and tangible personal property such as books, works of art, antiques, etc. Intangible personal property includes gifts of cash, stock certificates, bonds, and other negotiable instruments.
- Whenever securities of any kind are accepted as gifts, the President or Vice President for Development and Community Affairs shall cause such securities to be sold immediately and the proceeds be disbursed in accordance with the terms outlined by the donor.

Procedures:

1. The President shall compile a list of gifts and terms, if any, to the University with recommendations to be presented at a regularly scheduled meeting of the Board of Trustees.
2. Upon acceptance by the Board, gifts become the property of the University, and their inventory, maintenance, and disposal will comply with existing policies, procedures, and regulations.
3. The President, or designee, shall acknowledge all gifts.

Mr. O'Connell then moved for adoption the following Resolution:

2001.01

Resolution to Authorize the Disposition of Gifts of Stock and to Establish a Brokerage Account

YR 1993-55

WHEREAS, the Board of Trustees of Youngstown State University has previously approved Article IX, Section 12, Acceptance of Gifts, of the Policies regarding the acceptance of gifts of stock and their prompt sale; and

WHEREAS, changes to that policy require Board approval; and

WHEREAS, a specific policy regarding implementation of sale of stocks and securities is needed.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby adopt the revised policy under Article IX, Section 12 of the Policies of the Board of Trustees as stated in Exhibit G attached hereto.

The motion was seconded by Mr. Beeghly. Following discussion, the motion received the affirmative vote of all Trustees present. The Chairperson declared the motion carried and the Resolution adopted.

Section 12. Acceptance of Gifts

Gifts to the University are welcome and often provide the "margin of excellence" which allows a program or even the entire institution to advance. Gifts may, however, be conditional upon some action by the University or there may be an implied obligation attached. For this reason, only the Board of Trustees may accept gifts to the University.

The President shall compile a list of gifts to the University for each meeting of the Board of Trustees, and present the list, accompanied by his recommendation, for action by the Board. Upon acceptance by the Board of Trustees, such gifts, shall become property of the University and their inventory, maintenance, and disposal comply with existing policies, rules and procedures. The President shall be responsible for notification of donors and establishment of procedures to implement this policy. He shall also establish a procedure for acceptance of books, periodicals, and similar items which shall be excluded from this policy.

It shall be the policy of the University that ~~in the absence of specific instructions to the contrary from the Donors who may be involved~~ whenever securities of any kind may be received by the University, the President and ~~his designee~~ THE EXECUTIVE DIRECTOR OF DEVELOPMENT shall in timely fashion cause such securities to be sold at market or for the best price ~~obtainable~~ AVAILABLE and shall cause the proceeds from such sale to be held or invested as a part of the unrestricted funds of the University to be used as the Board of Trustees may direct.

TO IMPLEMENT THE SALE OF SUCH SECURITIES, THE UNIVERSITY SHALL ESTABLISH A BROKERAGE ACCOUNT FOR THE PURPOSE OF FACILITATING THE SALE OF SUCH SECURITIES AND THE PRESIDENT AND EXECUTIVE DIRECTOR OF DEVELOPMENT SHALL HAVE THE AUTHORITY TO ACT ON BEHALF OF THE UNIVERSITY IN THE SALE OF SUCH SECURITIES.

YSU

UNIVERSITY GUIDEBOOK

Subject: WYSU

Developed by:	Robert W. Peterson	Authorized by:	C. Vernon Snyder
Title:	Director WYSU	Title:	Vice President Development & Community Affairs
Date:	August, 1998	**EFFECTIVE:**	

Policy: Licensed to the Board of Trustees of Youngstown State University, WYSU is the cultural and educational radio service of the University. The station provides a fine arts and news radio service. Support for the station comes from the University; individual, corporate, and business memberships and underwriting; grants; and other revenue services.

RESOLUTION NUMBER: YR 1999 -

Parameter:

- WYSU operates within all regulations of the Federal Communications Commission (FCC) and other federal agencies.

Procedures:

1. The President, in compliance with federal law, will appoint a Community Advisory Board. This Community Advisory Board will function as a community fund-raising group for WYSU in conjunction with the Development Council of the Division of Development and Community Affairs.

2. Membership contributions are generally solicited on air or through the program guide, newspapers, or mailings.

3. Underwriting contracts and acknowledgments are implemented using guidelines established by the FCC and National Public Radio.

4. WYSU assists in the preparation of programs for use by other stations, organizations, educational institutions, and community agencies when such programs are in the University's best interest.

5. The Director of WYSU will have final approval of radio station programming.

Agenda Item F.5.c.
Exhibit G

Section 7. Broadcasting and Programming Policies for Radio Station WYSU-FM

Radio Station WYSU-FM is a cultural and educational service of Youngstown State University. Its purposes, objectives and regulations are included in these policies as Appendix F.

APPENDIX F

BROADCASTING AND PROGRAMMING POLICIES FOR RADIO STATION WYSU-FM

ADMINISTRATION

The radio broadcasting service provided by the Department of Telecommunications is a cultural and educational service of Youngstown State University. Responsibility and authority for the management and operation of radio station WYSU progress from the Director of Telecommunications, to the Associate Vice President-Public Services, to the President of the University, and thence to the Board of Trustees, who hold the broadcasting license granted by the Federal Communications Commission.

The broadcasting service of Youngstown State University shall be consistent with the purposes, objectives and regulations set forth below.

PURPOSES

The primary purpose of the radio broadcasting service is to serve the cultural and educational interests and needs of Greater Youngstown by providing an alternative listening service emphasizing serious music and intellectually stimulating public affairs programming supplementary to that being provided by commercial stations in the area. This purpose shall be achieved through the following means.

1. The production and broadcast of programs which extend the resources and activities of the University.

2. The broadcast or programs produced locally or elsewhere, which employ resources other than those of the University, provided that these are consistent with University standards and policies.

3. The preparation of programs for use by other stations, organizations and educational institutions; and the extension of time, facilities, and services to these other community agencies for the production of programs in the general public interest.

The secondary purpose of the broadcasting service is to serve as an educational laboratory for those instructional departments whose programs will be enriched and broadened by the use of the production equipment, studios and personnel in the Department of Telecommunications.

Production equipment and facilities of WYSU will be made available to the Department of Speech Communication and Theatre and other instructional departments to the extent that it does not interfere with production or broadcasting activities of the station.

OBJECTIVES

To assist and enhance the cultural and intellectual development of individuals in the community.

To broaden the public's understanding and enjoyment of the fine arts.

To motivate and serve the public's interest in programs of continuing education.

To foster a regard for truth, reasoning and free inquiry.

COMMUNITY ADVISORY BOARD

The President, in compliance with Public Law 95-567, shall appoint a community advisory board and shall establish appropriate guidelines. The purpose of this advisory board shall be to review programming goals, services and policies of WYSU and to advise the University of the station's effectiveness in meeting the educational and cultural needs of the communities served by WYSU.

SPECIFIC BROADCASTING REGULATIONS

All broadcasts shall comply with governmental rules, regulations, and laws, including those specifically applicable to broadcasting stations and those which protect personal or the property rights of people.

All broadcasts shall exhibit the highest standards of professionalism.

All broadcasts shall uphold the reputation and integrity of the University, defending it from misuse, misrepresentation and exploitation.

No broadcast shall place the University in the position of:

1. Editorializing on only one side of a controversial public issue.

2. Endorsing or opposing any candidate for public office, the platform and objectives of any political party, or the beliefs of any religious organization.

3. Endorsing or advocating the use of any specific commercial product, method, or device, although acknowledgment of the source of material used may be made where necessary.

STAFF

Although part-time student help may be used on the station, the core of the station staff will be full-time professional employees of the University. Students hired for the part-time positions available on the WYSU staff must have the qualifications and competence to meet professional broadcasting standards and shall be compensated according to the prevailing hourly rate established for other student employees of the University.

PROGRAMMING POLICIES

The Director of Telecommunications is responsible for the broadcast schedule for station WYSU. The following programming policy statements are designed to govern content of the various types of radio programs.

Music - Music programmed on WYSU will be primarily classical. Theater, jazz, and folk music played on WYSU will be selected by the staff of the Department of Telecommunications on the basis of quality and cultural value.

Adult Education - WYSU programs not specifically designed for the school audiences will be planned with the mature adult as the expected listener. WYSU's programs will be informative in nature and cultural in approach. WYSU may also originate and broadcast series of individual programs designed to inform listeners on specific topics, and will broadcast programs obtained from such recognized sources as the NPR, the Broadcasting Foundation of America, and University and commercial radio stations.

Public Service - WYSU may broadcast public service programs. These are defined as informative programs of general interest and concern prepared by various schools and departments of the University and/or by educational, charitable, civic, and service organizations. Announcements publicizing projects or activities of such agencies or organizations may also be broadcast.

News Broadcasting - WYSU may broadcast world, national, state and campus news.

WYSU may report news as supplied by regular news sources.

WYSU may cover and report major, local and/or Youngstown State events.

WYSU will not editorialize in any of its newscasts.

WYSU will assist in publicizing events, drives and campaigns of civic nature being conducted within its area. Such announcements and notices when newsworthy, will be treated as news items; otherwise they will be separately programmed.

WYSU may broadcast discussion programs of topics under consideration in legislative bodies of the state or nation; informational speeches of nonpolitical nature by elected government officials; and programs discussing policy matters which affect the general public.

WYSU will not broadcast partisan political programs, speeches by candidates for political office, or news releases from headquarters of political parties or candidates.

<u>Sports</u> - WYSU may broadcast sports news of national and local interest. In the interest of maintaining good public relationships with commercial broadcasting stations, there will be no effort made to enter into direct competition with any of them for the purpose of broadcasting any Youngstown State University athletic competition. Youngstown State University sports events will be broadcast only if commercial broadcasts are not available or do not provide sufficient coverage. If broadcast, sports will be given competent, professional, play-by-play coverage.

<u>Special Events</u> - WYSU may program interviews, lectures, panel discussions, debates, Dana concerts, and convocation programs occurring on the Youngstown State University campus. Recording of these events will depend upon the availability of staff and facilities for such assignments. The programs must qualify for broadcast on WYSU under the policy statements governing their specific program type.

YSU

EXECUTIVE SUMMARY
GIFTS
FOR THE PERIOD JULY 1 - SEPTEMBER 30, 1998

UNIVERSITY DEVELOPMENT (SEE ATTACHMENT 1):

	NUMBER RECEIVED	TOTAL
CASH	285	$576,042.74
NON-CASH	14	17,461.20
TOTAL	**299**	**$593,503.94**

WYSU-FM (SEE ATTACHMENT 2):

	NUMBER RECEIVED	TOTAL
CASH	418	$22,985.00
TOTAL	**418**	**$22,985.00**

Agenda Item F.5.d.
Exhibit H

YOUNGSTOWN STATE UNIVERSITY BOARD OF TRUSTEES
UNIVERSITY DEVELOPMENT GIFT LIST
FOR THE PERIOD OF JULY 1 - SEPTEMBER 30, 1998

DESCRIPTION	NUMBER OF GIFTS	TOTAL
Cash	285	$576,042.74
Non-Cash	14	17,461.20
Total	**299**	**$593,503.94**

RANKING OF CASH GIFTS:

	NUMBER RECEIVED	TOTAL
$5,000+	19	$433,264.59
$1,000 - $4,999	58	99,566.07
$500 - $999	45	25,117.00
Below $500	163	18,095.08
Total	**285**	**$576,042.74**

CASH CONTRIBUTIONS BY RANK

$5,000+

Abbott Labs
American Legion Post 737 Bingo Fund
American Legion Post 737 Scholarship Committee
Bank One, NA
Citizens' Scholarship Foundation of America
Carle C. Conway Scholarship Foundation
J. Ford Crandall Foundation
Girard City Schools
Mrs. Roberta M. Hannay
Estate of Herta Jackson
Mahoning National Bank
National City Bank, Northeast
National Merit Scholarship Corporation
Saint Maron Parish
Frances & Lillian Schermer Charitable Trust
Tri-State Area Citizens' Scholarship Fdtn.
UAW Local 1112/BOC Lordstown Assem.
Wolves Club Den #6
YSU Foundation

$1,000 - $4,999

Air Force Aid Society
Ajax Magnethermic Corporation
Akron Summit County Federation of Women's Clubs
F.W. Albrecht Family Foundation
American Diabetes Association
American Legion Post 737 Auxiliary
AMVETS
Austintown Community Baseball
W.E. Bliss Foundation
Catholic Ladies of Columbia
Chaney High School Foundation
Clairton Lions Club
Commercial Intertech Corporation
Compco Industries
East Liverpool High School
Educational Testing Service
Elks National Foundation
Ellwood City Forge
Mr. David S. Ferguson
First Catholic Slovak Ladies Association
First United Methodist Church
Firstmerit Bank, Corp.
Fraternal Order of Eagles
General Motors Corporation
Giant Eagle
Grand Lodge F & AM of Ohio
Home Builders Association
May Emma Hoyt Foundation
Immaculate Conception Church & School
Independent Order of Foresters
Ronald & Jo Ann James
Key Foundation
John J. Kirlin, Inc.
Caroline Knox Memorial Trust Fund
Mellon Bank
National Italian American Sports Hall of Fame
Nucor Foundation
Ohio Grand Prix Scholarship Fund
Papa John's Pizza
Phi Kappa Phi
Pittsburgh Foundation
Saxon Club
Saxon Ladies Society
Schwebel Family Foundation
Second National Bank of Warren
Sigma Phi Epsilon Educational Fdtn.
Star Bank
Teamsters Joint Council #41
Tippecanoe Country Club
United Steelworkers of America District 27
Walmart
Warren Library Association

Jim & Norma White
Wisconsin Power & Light Foundation
Youngstown Area Fed. of Women's Clubs
Youngstown Jr. Bowling Association
Youngstown Lions Club
Zeta Tau Alpha Foundation

$500 - $999

Alpha Kappa Alpha
American Postal Workers Union Local 44
Dr. James H. Andrews
Anthem Blue Cross Blue Shield
Beaver Township Ruritan Club, Inc.
Mr. Paul E. Beckman
Boardman Civic Association
Delta Mu Delta Honor Society
East Central Ohio Building Industry
First Church of God
First Federal Savings Bank of Youngstown
First Knox National Bank
First Presbyterian Church
Home Savings & Loan Company
IBEW Local Union 712
I Know I Can
Indian Creek School District
International Order of Job's Daughters
Jameson Memorial Hospital
K & P Brothers, Inc.
Lakeview Local School District
Mac America
Martins Ferry Area Chamber of Commerce
Mr. Garry L. Mrozek
Ms. Melissa M. Mullane in memory of
Dr. Robert Stauter
National Restaurant Association Educ. Fdtn.
National Slovak Society of U.S.A
Dr. Kong & Gim Oh
Ohio Postal Workers Union
Pi Omicron Foundation, Inc.
Polish National Alliance of the U.S.A
Ruritan National Foundation
Salem Community Foundation
Mr. Thomas B. Sapienza
Scholarship Program Administrators, Inc.
St. Michael Catholic Church
Struthers City School
Tyco International, Inc.
UFCW Local 880
Ukrainian National Association
Warren Civic League
William Farr Lodge 672
Youngstown Hospital Association
Nurses Alumni Association
Youngstown Men's Bowling Association
Youngstown Women's Bowling Association

Below $500

360 Communications
Dr. Domenico B. Aliberti
American Express Foundation
Ameritech Foundation
Armstrong Foundation
Dr. John P. Ashton
Ronald P. Baldine
Bank One Matching Gift Program
Bank One, Steubenville
Ms. Florence Bevilacqua
Rev. Dr. Christine Blice-Baum
Mr. William J. Brennan
Mr. Matthew R. Brooks
Terrence & Francine Burke
Gregory & Rebecca Butler
Butler, Wick and Company
Mr. Raymond M. Caciale
Mr. George A. Campion
Mr. John Paul Casey
Helen C. Chambers

Ronald & Carlette Chordas
Mr. Mark K. Cochrane
Mr. Leonard R. Colella
Commercial Intertech Foundation
Consolidated Rail Corporation
Mr. Bryan T. Cook
Mr. Robert W. Cooke
Ms. Rebecca A. Dale
Mr. Kevin A. Daley
Mr. Walter G. DeBald
Ms. Susan L. DeMaiolo
James & Michelle Demko
Edward DiGregorio
Donald & Diane DiPiero in memory of Sam Fish
Lawrence A. DiRusso
Dr. C. William & Karen Eichenberger in memory of Josephine Binning
Atty. Mark S. Finamore
Flex-Strut, Inc.
FMC Foundation
Mr. Donald E. Foley, Sr.
S.N. Ford & Ada Ford Fund
Mr. & Mrs. Berkeley W. Froomkin in memory of Sam Fish
Ms. Nicole J. Gaia
Lewis & Maria Galante
Jason Gay & Kristin Eichenberger
Dr. Penelope Gay & Atty. Sean Sheely
T. Geoffrey Gay & Susan Bean
George S. Gluvna
James & Pati Goettsch
Ms. Doris Gordon in memory of Sam Fish
Ms. Louise T. Graham
Greek Catholic Union of the U.S.A.
Dr. Joseph S. Gregori
Dr. Thomas W. Hanchett
Dr. Stephen & Brigitta Hanzely
Ms. Margaret B. Haushalter
Haworth, Inc.
Ms. Natalee R. Hillman
Mervyn & Marlene Hollander
Mr. Eric R. Hull
Dr. Raymond W. Hurd in memory of Emily Goldstein
C. Gilbert & Adeline James
Mr. Benjamin L. Jantson
Mr. Troy D. Kahler
Edward & Kathleen Kane
Key Bank Corporation
John & Rhonda Kinch
Mrs. Ellen L. King
Ms. Helen Krist
Mr. Ralph A. LaCivita
Ms. Laurie J. Lafferty
Dr. A. Bari Lateef
Lawrence County's Outstanding Young Woman
Theodore & Karen Lenz
James J. Lepore
Mr. Ralph L. Linarelli
Ms. Loretta M. Liptak
Richard R. Lucarell
The Lyden Company
Mr. Nick J. Mancini
Mr. Michael J. Marrie
Mrs. Barbara A. Masters
Atty. Patrick & Therese McCarthy
Paul & Dianne McFadden
Douglas & Maribeth McGlynn
Mr. & Mrs. John A. McNally, III
Mr. Terry McRoberts
Merck & Company
Merrill Lynch & Co. Foundation, Inc.
Metropolitan Savings Bank
Dr. Howard & Jacqueline Mettee
Daniel & Loretta Miklos
Mr. Edward H. Miller
Dr. Mustansir Mir
Mr. Jerry E. Mlack
Gulam Moonda, M.D.
Michael J. Morley, Esq.
Dr. Clyde Morris & Janet Yaniglos
Russell & Kathie Nalepa
National Hot Rod Association
Mr. & Mrs. Harry Neimark in memory of Sam Fish
Mr. William E. Norris, Jr.
Dr. Bernard & Ann Oakes
Ms. Veronica T. O'Donnell

William & Kathleen Ohtola
Neil & Patricia Olesen
Mr. James L. Olsavsky
Dr. Daniel J. O'Neill
Dr. Gabriel Palmer-Fernandez
Mr. Joseph W. Pasquarella
Mr. Michael J. Patrick
Joseph G. Pellegrini
Pittsburgh Presbytery
Ms. Diana L. Plecker
Poland United Methodist Church
Procter & Gamble
Quaker Oats Foundation
Joseph & Mary Ranalli
Dr. Charles L. Reid
Mr. Philemon E. Rheins
Mrs. Bruce T. Riley
Thomas & Debbie Rohanna
Michael & Barbara Roman
Dr. Chester E. Rufh
Dr. John & Susan Russo
Dr. & Mrs. Sam Safier in memory of Sam Fish
Salem Tube, Inc.
Dr. Lowell & Ellen Satre
Mrs. Mary L. Schinko
Ms. Hildegard Schnuttgen
Mr. Joseph F. Segreti
Edward & Sharon Shanks
Michael Shepherd & Lynda Bumback
Ms. Bonnie J. Sherman
Dr. Thomas A. Shipka
Dr. John-Christian Smith, VI
Springfield Foundation
State Farm Companies Foundation
Struthers Federal Credit Union
Dr. W. Gregg & Kathleen Sturrus
Mr. Paul W. Suddes
Leslie v. Szirmay, Ph.D.
Dr. & Mrs. Frank J. Tarantine
Miss Alice G. Taub in memory of Sam Fish
Dr. Linda "Tess" Tessier
Mr. James Tressel
Trumbull County JVS
Ms. Kusana Turner
Mr. David G. U'Halie
United Education Association
United Steelworkers of America
United Technologies Corporation
Mr. William J. Vance
George & Irene Vivacqua in memory of Sam Fish
Dr. Victor F. Wan-Tatah
Warner Family Trust in memory of Stanley E. Wolfe
Warren Parent Teacher Council
Frank & Norma Watson
Mr. William L. Williams
Eleanor & Melvin Woodford
Dorothye Irey Wright
Mr. Garnett R. Young

Total Cash Contributions: **$576,042.74**

NON-CASH CONTRIBUTIONS

Arby's Restaurants	50.00	Ten Gift Certificates for 30th Anniversary Picnic
Burger King Restaurants	40.00	Eight Gift Certificates for 30th Anniversary Picnic
Covelli Enterprises	45.00	30 Gift Certificates for 30th Anniversary Picnic
Mrs. Ann M. Feld	55.00	Two sets of crutches for Medical Assisting Technology Program
Robert Hagan & Michele Lepore-Hagan	44.95	Ohio State Flag for Veterans' Plaza
Lamar Advertising	5,000.00	Billboard Advertising for Forte' on the 50
Dr. John R. Loch	512.25	Holiday Decorations and a Refrigerator for the Metro Colleges
Ohio Family Health Care Associates	450.00	Six Test Reflotron Machine and QBCII Plus Centrifugal Hematology System for Medical Assisting Technology Program
Tektronix, Inc.	9,550.00	Two Printers, Ethernet Card and Accessories for College of F&PA
Tinseltown	24.00	Four Gift Certificates for 30th Anniversary Picnic
Trade Masters Medical	1,350.00	Two Patient Exam Tables, One Treatment Cabinet, One Physical Therapy Table, & Ten Cases of Misc. Supplies for Medical Assisting Technology Program
Wood Dining	70.00	Starbucks & Noodles Gift Certificates for 30th Anniversary Picnic
YSU Bookstore	170.00	Keychains, Tatoos, and Mugs for 30th Anniversary Picnic
YSU Print Shop	100.00	Notepads for 30th Anniversary Picnic
Total Non-Cash Contributions:	**$17,461.20**	

Attachment 2

YOUNGSTOWN STATE UNIVERSITY BOARD OF TRUSTEES
WYSU-FM GIFT LIST
FOR THE PERIOD OF JULY 1 - SEPTEMBER 30, 1998

DESCRIPTION	NUMBER OF GIFTS	TOTAL
Cash	418	$22,985.00
Total	**418**	**$22,985.00**

RANKING OF CASH GIFTS:

	NUMBER RECEIVED	TOTAL
Below $500	418	$22,985.00
Total	**418**	**$22,985.00**

CASH CONTRIBUTIONS BY RANK

Below $500:

William G. Abell, Jr.
John J. & Maria A. Ackley
Russell Q. & Kathryn T. Adams
Marti & Bob Altier
Ameritech
Gordon D. & Mary Jane Amsbary
J.S. Andrews
R.J. Anthony & Co., CPA
Robert J. Antonucci
Suzanne Anzellotti
Ashtabula County Auditor
Thomas C. & Lorraine M. Atwood
Vincent & Geri Bacon
Lawrence J. Baghurst
Peter A. Baldino, Jr.
Allan & Frances Ballinger
Janice Barensfeld
Robert J. & Arlene E. Barnett
Stephen Barolsky
George R. & Patricia A. Basile
Janet Baumann
Bruce R. & Nancy W. Beeghly
Eric & Majorie Benjamin
Martin & Louisa Berger
Elva L. Bergman
George & Lulu Bernardich
Dennis J. Berry
John & Jacqueline Berthold
Daniel S. Betz
Wendell Binkley
Kenneth Birath
Edwin V. & Shelia V. Bishop
Raymond & Jane Biswanger
Robert & Gloria Bloomquist
Frederick J. & Judith H. Blue
John O. & June Botu
George Bowles
Martha Brenner
Abe & Gerda Bretton
Carol F. Bretz
Rev. William Brewster
Almagene Brown
H. Clair Bruce
Ray B. & Patricia Z. Brugler
William C. Buckley
Donald L. & Lois M. Bumback
Robert F. & Kristen H. Burkey
Holly J. Burnett
James P. & Suzanne S. Burnett
Kent & Marilyn Bushnell
Greg R. & Amanda B. Cadman
David M. & Annette M. Camacci
Paul D. & Ann M. Capezzuto
William P. & Judith G. Carson
Joseph & Susan Catullo
W.B. & Anita K. Clapham, Jr.
Dennis A. Clouse
Alma Cockman
Irwin Cohen
Paul N. & Irene T. Colby
Philip P. Conley
Alyce M. Coombs
Lotis Cooper
Thomas A. Copeland
Ronald J. Cox
George Crites
Alice M. Cromwell
James & Linda Crouse
Mary M. Crowther
Richard & Mary Cunningham
RoseMary Cunningham
David L. & Deborah A. D'Amore
Sam A. & Rosalie D'Angelo
Katrena Davidson
Cynthia Davis
John D. & Nancy Lou Davis
Edward & Sallie R. Daytner
Orville & Margaret Deatherage
Ellen R. Dec
Michael Dedik

Kathryn M. DeJak
William & Diane Delamarter
John DeMarinis
James R. Demko
Lynn M. Denning
William H. & Mary M. Dennis
Sandra L. Denman
Cynthia L. Detwiler
Anita DeVivo
Florence & Mary Dingledy
Ronald A. Ditullio
Steve & Holly Domonkos
Dale G. Dowler
Frances Dreyfus
Patricia L. Droba
Willard G. Duff
Jill Duffy
Dr. David J. & JoAnne M. Dunch
Norman & Lucille Dunkle
James A. & Mary Lou Dunlap
W.E. & Ruth I. Durstine
Annelies R. Dziadzka
Echo Lanes, Inc.
William G. & Dorothy R. Eckles
Robert & Helen Lee Edeburn
Mary W. Eichenlaub
Richard G. & Martha M. Ellers
Dean & Henrietta Emerick
Gary Englehart
David E. & Linda S. Evans
Ruth N. Fairbanks
Paul M. & Rose Marie Farewell
Richard J. & Maria E. Farrell
Herman L. Feldman
Cynthia C. Felt
Michael Finney
The First Presbyterian Church
Daniel E. Fischmar
Mary Lou Fitch
Suzanne Fleming
Charlene B. Flesch
Charlotte Flickinger
Ellen S. Ford
Elizabeth Foster
Martin A. Francis

Friends of Music Association
Rev. Lawrence C. Fye
Stephen & Stephanie Gage
Gamble, Mojock, Piccione, Acker & Palmer
George R. & Renee E. Garchar
Jerome H. Geir
Michael D. Gelfand
Janet L. McGeough
Ruth Gerrard
Gregory L. & Martha E. Gett
Lawrence H. & Diane R. Gluck
Majorie Goldstone
Francis R. Gottron
Jean Graham
Frank & Eleanor Grauto
Maryellen M. Greenlund
Russell A. Haehn
Evelyn Halpern
Bram A. & Terry T. Hamovitch
Edward Hampston
Robert & Martha Hanahan
David J. Hanton
Richard C. Harpman
Ann G. Harris
Brice C. & Christine S. Harris
Kenneth & Nancy T. Harris
Donald & Marilynn Harrison
Harshman & Gervellis, Attorneys at Law
Gorden A. & Janet M. Hazlette
Gary & Julieanne Heasley
Ronald T. Heiman
Ardith E. Henderson
James W. Herr
Ruth G. Hersh
Lawrence & Sunny Heselov
Diva S. Higby
Christopher & Kathy Higgins
John & Anna Higgins
James & Aurelia Hogan
Karen L. Holby
Richard Hollander
Michael & Gail Holmstrom
Nancy G. Hope
Lois M. Hopkins

Frederick D. & Gretchen B. Horn
Nola K. Horvath
Roderick A. Hosler
Norman C. & Irene C. Howells
Mary Ann Hudzik
Edwin Huffman
Joseph Hume
Hyon S. & Myong J. Hwang
Michael & Ellen Hyland
Dr. Frank J. & Elizabeth A. Itts
Lee & Susan Jacobs
Allen & Phyllis Janis
Thomas & Nancy Jeffries
Raymond Johnson
Constance Jones
Richard & Elizabeth Jones
Ritchie H. Jones
Roger & Gloria Jones
Gary Kaatz
William C. & Theresa L. Kemp
Joseph Kengor
Dr. Hubert K. & Patricia R. Keylor
Hyon & Heasoon Kim
Arthur C. Kimmel
Mary L. Klein
Jane Klivans
Sarah C. Knecht
Paul A. & Ruth W. Knights
Karl R. Kolman
William T. Koltek & Carol A. Kralik
Nancy Korst-Smith
William W. Kosko
Richard & Nancy Krajec
Alan Kretzer
Sally Kroloff
L. J. Kuder, Inc.
James D. Kunczt
Donald J. & Carol E. Kuner
Wayne & Dorothy W. Kuszmaul
Alex & Donna Kuthy
Rodney J. Lamberson
Dr. Edward D. & Gidget R. Lancy, Jr.
Carl F. & Janine W. Landis
Cheryl Lanza
David B. Law
Chong M. Lee
Christine B. Legow
Carmen J. Leone
Thomas & Maude Letson
Jonathan A. & Karen G. Levy
Mary Lou Lewis
Kathleen D. Little
Margaret C. Lorimer
David M. & Janet M. Lynn
John MacIntosh
Andrew L. & Vivian M. Mahon
Ronald Mahon
Laura M. Malloy
William G. Malter
Costi & Dorothy Mandrean
Richard J. & Sandra L. Marina
Irwin A. & Esther L. Marks
Eleanor Martin
Donald & Dianne Mathie
John M. Maxwell
May Department Stores Company Foundation
Rev. Richard G. Mayer
Dorothy McClelland
George McCloud
Frank G. & Deborah McCollough
James W. & Evangeline P. McDorman
Delber L. & Margaret C. McKee
Donald E. & Louise W. McLennan
Anne M. McMahon
Nancy Meacham
MeadowBrook Nursery
Frank J. Mecak
Raymond O. Meir
Dr. John C. Melnick
Isadore Mendel
Robert E. & Mary Jean Michael
Jean Middendorf-Smith
Tony Mikolich
Francis & Shirley Miller
Louisa H. Miller
Minnesota Communications Group
Alan & Lori Mirkin
Ben W. Mischey
Edward L. & Ruth A. Mitchell

Curtis V. & Gerri D. Moll
Robert S. & Karen Sue Moore
Dr. Jane Morris
Michael T. Moseley
Carl Moses
John P. & Sandra M. Moyer
Angela Mudrak
Harold I. & Shirely A. Muir
Brian M. Mulcahy
Bernadette Mullins
Dr. John R. & L. Jean W. Mumma
Maureen S. Murray
John E. Myers, Jr. & Melody S. Maret
Russell & Kathie Nalepa
L. Kevin Nash
Don Needler
Judith G. Newton
E. Lynn Nichols
Steve S. Nolan
Fredric T. O'Connor
Dan Olson
Monica Fabian Ondrusko
Carol A. Orlando
Jeffrey Ostheimer
John B. & Beatrice Pachuta
A. Ronald Padoll
Benjamin & Frances Pantalone
Beth Parkinson
E. Mack & Cathy B. Parrot
Helen Passell
Gary Patterson
James Miller Peck
Scott Pergande
Lynn Peterson-Danes
Yvonne Petrella
Francis X. & Carole M. Petrini
James Petuch
George Peya
Thomas & Phyllis Pfahles
Philip Morris Companies
Frank W. Piper
Grover A. & Jacqueline Pitman
David H. Pollack
John Poponyak
Emily M. Power
Omer & Joanne Prewett
Joan Pucci
Jane McGee Rafal
James E. Ray
P.C. & Cynthia Reardon
Brian & Michele Reed
Bryan K. & Edeltraud Reed
Joseph J. & Mary M. Reedy
Arthur & Janice C. Reichenfeld
Christina L. Reitz
Sharon Richardson
Betty Richmond
David P. & Lauren M. Riel
Frederick R. Robsel
Karen E. Rodenbaugh
Charles E. & Barbara L. Rogers
Rebecca M. Rogers
Myron S. & Roseanne Roh
Cirenya Rose
Theresa Rossi
William R. & Kay Rousseau
John F. & Esther J. Rudge
Claude Rue
George G. Rumberg, Jr.
Robert M. & Florine F. Rusnak
Walter & Laurissa Rusnak
Betty Russell
Richard W. & Grace I. Rymer
Walter Saare
Ravindra K. Sachdeva
Carl & Ruth Sager
S. Allan Salsbury
Paul H. & Pauline V. Saternow
John & Norma Savany
Carl R. & Rebeccah Schaub
Steve M. & Antonia E. Schildcrout
Jean-Marie Schlecht
John & Mary Schmidt
Hildegard Schnuttgen
Kenneth H. & Eleanor A. Schrom
Thomas & Patricia Seckler
Donald R. & Barbara Seely
Linda A. Seeley
James & Lucy Shaffer
Richard Shale

Marilyn V. Sharrow
Alexander & Mildred Shashaty
Dennis & Anita Shaw
Homer & Marian Shaw
John & Judith Shepard
Larry C. Sherer
Bruce & Carol Sherman
Thomas A. Shipka
Richard Simon
John & Sandra Slanning
Russ & Sheila Slaughter
Sleepy Hollow Sleep Shop
John W. & Helen B. Sloat
Melinda K. Smith
Richard Smith
Vern & Sue Snyder
Anthony E. & Barbara A. Sobota
John T. & Vivre Sontich
John D. & Florence A. Sopko
Eugene & Hilda Spak
Alan G. Spitaler
St. Christine Church
Robert & Ethel Stahl
James Stambolia
Yvette D. Stanley
Margaret N. Starbuck
Janet Stavole
Matthew Stefanak
Maryann Stevenson
Elizabeth H. Stewart
Mabel Stoddard
Martin Stolpe
William C. & Diana R. Strudwick
Dolores L. Sullivan
Barbara Swanson

Jack B. & Doris O. Tamarkin
Janine M. Tareshawty
Edwin Thompson
Dorothy B. Todd
Barbara E. Toohey
Trumbull Mahoning Medical Group, Inc.
Aaron J. & Norma Udell
James C. & Kathryn A. Umble
Ursuline Sisters of Youngstown
Martha P. Villani
Robert & Kathleen Vogt
Sonja J. Wagner
Edward & Kirsten Walsh
John P. Walsh
John & Sandy Walter
Rose M. Walter
French E. & Mary Jane Walton
Paul M. Ward
Cathy Weiss
Gordon G. & Virginia M. Wepfer
Eric J. & Melanie R. Werner
Linda H. Wesson
David C. West
Dennis C. & Michelle M. White
Donald Williams
Norman & Dolores M. Wilson
Richard & Marian Wolford
Elinor O. Wright
Milton M. Yarmy
Jeannette H. Yasgur
Anne-Marie York
Miriam B. Young
David Youns
Louis Zona
Karl & Carol R. Zook

Total Cash Contributions: **$22,985.00**

YSU

UNIVERSITY GUIDEBOOK

Subject: Awarding Intercollegiate Athletic Broadcast Rights

Developed by:	James P. Tressel	Authorized by:	C. Vernon Snyder
Title:	Executive Director Intercollegiate Athletics	Title:	Vice President Development and Community Affairs
Date:	July, 1998	EFFECTIVE:	

Policy: To gain the greatest possible external exposure for the University's Intercollegiate Athletic program and to realize income when feasible, the President, or designee, grants electronic media rights.

RESOLUTION NUMBER: YR 1999 -

Procedures:

1. In consultation with the Department of Materials Management, a Request for Proposal (RFP) will be prepared by the Department of Intercollegiate Athletics

2. The RFP may include, but is not limited to, the following information: monetary compensation, promotion on other broadcast media, on-air and other promotional support, game-day broadcast, broadcast talent team, and promotional support of other non-athletic-related University programs and/or services.

3. The RFP will be distributed by the Department of Materials Management to all commercial broadcasting organizations licensed by the Federal Government within the five-county area of Mahoning, Trumbull, Columbiana, Lawrence, and Mercer counties.

4. In addition, the RFP may be distributed by the Department of Materials Management to all commercial broadcasting organizations licensed by the Federal Government in geographic areas selected for solicitation by the Department of Intercollegiate Athletics outside the five-county area. Such RFP's will be prepared in consultation with the Department of Materials Management by the Department of Intercollegiate Athletics and need not be identical to the RFP distributed within the five-county area.

5. Timely submitted proposals will be reviewed by members of an Advisory Committee comprised of representatives from the Departments of Intercollegiate Athletics, Materials Management, and members of the University community with applicable expertise. Committee members will be appointed by the Vice President for Development and Community Affairs or designee.

6. The Committee will review the proposals for compliance with the RFP. Proposals not in compliance will not be further considered. Proposals that are in compliance will be further evaluated by the committee utilizing the following criteria: signal strength (quality) and coverage area, ratings and audience demographics, monetary compensation, ability to promote the University, and other factors that serve the best interest of the University.

7. Based upon the evaluation the Committee will prepare a written statement that advances recommended broadcast proposals and sets forth the rationale for the recommendations.

8. The Committee's recommendation will be forwarded to the Executive Director of Intercollegiate Athletics. The Executive Director of Intercollegiate Athletics will forward the recommendation to the Vice President for Development and Community Affairs for final selection. In the event the Executive Director is also the head coach of the sport that is the subject of the proposal, or the Executive Director has an interest—contractual or otherwise—in any of the recommended broadcasting organizations, the selection will be made by the Vice President for Development and Community Affairs.

9. Radio broadcast rights will be awarded for a term specific in the RFP not to exceed four years. In the event that radio broadcast rights are awarded for a terms of less than four years, the successful broadcasting organization may be awarded additional one-year contracts, not to exceed a total term of four years, upon mutually agreeable terms, without the need for a rebid in accordance with the following:
   - The successful broadcasting organization and the Committee will meet to discuss whether the broadcast rights should be reawarded.
   - The committee will recommend whether the broadcast rights should be reawarded or rebid to the Executive Director of Intercollegiate Athletics. The Executive Director of Intercollegiate Athletics will forward the recommendation to the Vice President for Development and Community Affairs for final selection based upon the best interests of the University. In the event that the Executive Director is also the head coach of the sport that is the subject of the proposal, or the Executive Director has any interest—contractual or otherwise—in the successful broadcasting organization under consideration for the reawarding of broadcast rights, the decision will be made by the Vice President for Development and Community Affairs.

10. National Collegiate Athletics Association (NCAA) and affiliated conference rules and regulations govern all post-season play-off games.

11. Individual game rights, when regular or post-season rights have not been awarded, may be granted to the University rights holder on a first-right-of-refusal basis. If the rights holder does not accept the rights, they may be granted without the need for an RFP on a game-by-game basis by the Department of Intercollegiate Athletics through the Executive Director of Intercollegiate Athletics or designee. The Department of Intercollegiate Athletics through the Executive Director of Intercollegiate Athletics, will make a recommendation to the Vice President for Development and Community Affairs. The final decision will be made by the Vice President for Development and Community Affairs. Such broadcast rights are generally reserved for sports which are not regularly broadcast and which are not specifically under contract.

Agenda Item F.7.b.
Exhibit J

SUMMARY SHEET

NEW APPOINTMENTS, PROMOTIONS AND OTHER PERSONNEL ACTIONS

For the Period 08/20/98 thru 11/16//98

EMPLOYEE GROUP	FULL-TIME			PART-TIME			TOTALS
	NEW HIRES	RE-HIRES	PROMOTIONS	NEW HIRES	RE-HIRES	PROMOTIONS	
Faculty	11	2	0	N/A	N/A	N/A	13
Professional/Administrative Staff	2	0	0	8	0	1*	11
Externally-Funded Staff	0	4**	1	0	0	0	5
TOTALS	13	6	1	8	0	1	29

* Interim promotion

** Includes three contract extensions

YOUNGSTOWN STATE UNIVERSITY
RESOLUTION FOR NEW APPOINTMENTS, PROMOTIONS AND OTHER PERSONNEL ACTIONS
AS OF November 16, 1998

NAME	TITLE	DEPARTMENT	DATE OF EMPL	SALARY	CONTRACT MONTHS	COMMENTS
Mr. Darryl L. Adams	Budget Analyst	Budget Office	11/09/98	$ 23,860 Base:$37,000	8 Mo.	New hire: 11/09/98—06/30/99
Ms. Cynthia Beckes	Interim Coordinator of Women's Programs	Housing Services	10/06/98	$ 6,993 .45 FTE	9 Mo.	New hire: 10/06/98—06/30/99
Dr. Deborah Benyo	Assistant Professor	Biological Sciences	09/15/98	$ 34,000	9 Mo.	New hire: (temporary)
Ms. Anika Boatwright	ResearchAssociate I/ AmeriCorps Manager	Center for Urban Studies	09/16/98	$ 4,000 Base:$24,000	2 Mo.	Contract extension: 09/16/98—11/15/98; externally funded
Ms. Betsy Hunter Bradley	Instructor	History	09/15/98	$ 29,500	9 Mo.	New hire: (temporary)
Mr. Donald C. Craig	Assistant Coach, Men's & Women's Cross Country & Track & Field	Intercollegiate Athletics	11/01/98	$ 2,000 .24 FTE	7 Mo.	New hire: 11/01/98—05/31/99
Mr. Kamal Desai	Instructor	Mechanical & Industrial Engineering	09/15/98	$ 41,000	9 Mo.	New hire: (temporary)
Mr. Samuel W. Dickey	English Language Institute/English as a Second Language Specialist	Center for International Studies and Programs	09/28/98	$ 7,199 .45 FTE	9 Mo.	New hire: 09/28/98—06/30/99
Ms. Virginia Ann Draa	Instructor	Human Ecology	09/15/98	$ 30,000	9 Mo.	New hire: (temporary)
Mr. Robert Fitzer	Coordinator of Wick Park Model Neighborhood Program	Campus 2000	08/01/98	$ 5,000 .20 FTE	11 Mo.	New hire: 08/01/98—06/30/99
Mr. Michael E. Florak	Head Coach, Baseball	Intercollegiate Athletics	10/26/98	$ 19,822 Base:$28,900	8 Mo.	New hire: 10/26/98—06/30/99
Mr. Nicholas Gavolas	Interim Head Women's Swimming Coach	Intercollegiate Athletics	09/15/98	$ 11,200 .40 FTE	7 Mo.	Interim promotion: 09/15/98—04/15/99

YOUNGSTOWN STATE UNIVERSITY
RESOLUTION FOR NEW APPOINTMENTS, PROMOTIONS AND OTHER PERSONNEL ACTIONS
AS OF November 16, 1998

NAME	TITLE	DEPARTMENT	DATE OF EMPL	SALARY	CONTRACT MONTHS	COMMENTS
Ms. Sharyn L. Hunter	English Language Institute/English as a Second Language Specialist	Center for International Studies and Programs	09/28/98	$ 7,199 .45 FTE	9 Mo.	New hire: 09/28/98—06/30/98
Mr. Chandra K. Jain	Instructor	School of Technology	09/23/98	$ 38,769	9 Mo.	New hire: (temporary)
Mr. Robert Jenkins	Academic Advisor (Temporary)	College of Health and Human Services	10/26/98	$ 2,097 .45 FTE	2 Mo.	New hire: 10/26/98—12/31/98
Mr. Stephen P. Klein	Instructor	Management	09/15/98	$ 32,000	9 Mo.	New hire: (temporary)
Dr. Robert Kramer	Assistant Professor	Computer Science & Information Systems	09/15/98	$ 36,657	9 Mo.	Rehire: (temporary)
Ms. Suzanne Leson	Instructor	Human Ecology	09/15/98	$ 30,000	9 Mo.	New hire: (temporary)
Ms. Sarah Lown	Grants Analyst	Center for Human Services Development	10/15/98	$ 21,888 Base:$30,900	8.5 Mo.	Contract extension: 10/15/98—06/30/99; externally funded
Mr. Anthony Perrone	Research Associate I/ Workforce Development Manager	Center for Urban Studies	10/01/98	$ 19,500 Base: $26,000	9 Mo.	Promotion: 10/01/98—06/30/99; externally funded
Dr. Connie Robinson	Instructor	Counseling	09/15/98	$ 32,000	9 Mo.	New hire: (temporary)
Mr. Karl Schweikert	Job Training Initiative Coordinator	Center for Urban Studies	10/01/98	$ 23,053 Base:$39,519	7 Mo.	Rehire: 10/01/98—04/30/99
Ms. Stephanie Smith	Instructor	Art	09/15/98	$ 30,000	9 Mo.	New hire: (temporary)
Mr. Brian D. Stock	Assistant Coach, Women's Soccer/Athletic Youth Camp Director	Intercollegiate Athletics	09/01/98	$ 15,000 .75 FTE	10 Mo.	New hire: 09/01/98—06/30/99
Mr. Eric C. Straffin	Instructor	Geology	09/15/98	$ 31,700	9 Mo.	New hire: (temporary)

YOUNGSTOWN STATE UNIVERSITY
RESOLUTION FOR NEW APPOINTMENTS, PROMOTIONS AND OTHER PERSONNEL ACTIONS
AS OF November 16, 1998

NAME	TITLE	DEPARTMENT	DATE OF EMPL	SALARY	CONTRACT MONTHS	COMMENTS
Ms. Monica Stubler	Interim Assistant Coach, Women's Swimming	Intercollegiate Athletics	11/01/98	$ 3,000 .40 FTE	5 Mo.	Interim new hire: 11/01/98—03/31/99
Ms. Patricia K. Veisz	Director, Small Business Development Sub-Center	Cushwa Center for Entrepreneurship	10/01/98	$ 36,544 Base:$48,725	9 Mo.	Contract extension: 10/01/98—06/30/99; externally funded
Ms. Nancy Wagner	Instructor	Nursing	09/15/98	$ 30,593	9 Mo.	Rehire
Dr. Charles Welsh	Assistant Professor	Biological Sciences	09/15/98	$ 34,000	9 Mo.	New hire: (temporary)

YSU

UNIVERSITY GUIDEBOOK

Subject: Vacation Leave, Exempted Professional/Administrative Staff & Department Chairpersons

Developed by:	Jean R. Wainio	Authorized by:	G. L. Mears
Title:	Interim Executive Director Human Resources	Title:	Executive Vice President
		EFFECTIVE:	
Date:	May, 1998		

Policy: The University is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive health care; physical, emotional, and mental well being; professional growth and development; and civic responsibility.

RESOLUTION NUMBER: YR 1998 - 16

Scope: These parameters and procedures apply to exempted Professional/Administrative Staff and Department Chairpersons. Other employees covered by collective bargaining may refer to their respective labor agreement.

Parameters:

- Full-time Exempted Professional/Administrative staff and Department Chairpersons on twelve-month contracts earn 1.83 days per month or twenty-two working days of paid vacation leave each fiscal year.

- Full-time staff with annual contracts for less than twelve months and part-time staff with a .75 or greater FTE (Full Time Equivalent) shall earn vacation leave on a prorated basis, derived from the formula for twelve-month staff. Part-time staff employed less than .75 FTE do not earn vacation leave.

- Individuals whose employment begins or ends during a given fiscal year shall earn a prorated amount of vacation leave during the fraction of the fiscal year employed.

- Vacation leave for full-time twelve-month staff may be accrued up to a maximum of forty days.

- Employees whose vacation balance reaches forty days will not accrue vacation until the balance is reduced below the forty day maximum. Employees are responsible for monitoring the vacation balance.

Agenda Item F.7.c.
Exhibit K

- Vacation leave for part-time staff, .75 or greater FTE, may not exceed the maximum accrual for the prorated FTE, and should be requested in hours. (e.g., A .75 FTE staff member would have a maximum accrual of 240 hours.)

- Vacation leave accrual begins on the effective date of the initial employment, and may be requested once the staff member has successfully completed three months of service.

- Accrued vacation leave may be taken prior to the effective date of separation, or a cash payment will be made for vacation accrued through the last day of work, provided a thirty-day notice of resignation has been submitted to the Office of Human Resources.

- Full-time externally funded professional/administrative staff earns 1.83 days per month or twenty-two paid vacation days per year, which must be taken during the contract period in which it was earned. Vacation may not be carried forward to succeeding contracts or converted to cash payments.

- Department chairpersons who revert to faculty status receive a cash payment for accrued vacation earned through the last day of the administrative appointment.

- Accrued vacation leave may be taken prior to the effective date of retirement, or a cash payment will be made for vacation accrued through the last day employed.

- Classified staff who transfer to professional/administrative status, will have vacation leave converted from hours to days. Following this conversion, if the vacation balance exceeds the maximum accrual permitted, a cash payment will be made available to reduce the balance to an amount no less than thirty-five days.

Procedures:

1. Vacation leave may be taken at a time that is mutually agreed upon by the staff member and the immediate supervisor.

2. The staff member will complete the "Vacation Request, Professional/Administrative Staff" and submit it to the immediate supervisor in advance of the leave.

3. The supervisor completes the form and forwards it to the Office of Human Resources prior to the date of the leave.

Section 6. Vacations

Full-time Professional/Administrative staff on 12-month contracts are entitled to twenty-two (22) working days of paid vacation each fiscal year. Full-time staff on annual contracts for less than 12 months shall receive vacation on a prorated basis, derived from the formula for 12-month staff. Individuals whose employment by the University begins or ends during a given fiscal year shall receive a prorated amount of vacation during the fraction of the fiscal year employed. Vacation may not be accrued beyond a maximum of thirty-eight (38) days. Vacation accrual begins on the effective date of full-time appointment, contingent upon successful completion of three months full-time service. Vacation may not be taken until the staff member has completed three months of full-time service.

Academic department chairpersons, serving on 9.5-month appointments, are entitled to 15 days time off each year; this time off may not be carried forward to a subsequent appointment or converted to cash payment. Unclassified administrative personnel whose apointments are funded by external sources are entitled to vacation as provided by the Board's policy on "Externally Funded Personnel Contracts."

All vacations and time off shall be scheduled at a time or times mutually convenient to the individual and the University. Written approval from the administrative superior must be obtained and submitted for record-keeping purposes to the Executive Director of Personnel Services prior to going on vacation. Accrued vacation may be taken prior to the effective date of separation, or a cash payment made for vacation accrued through the last day of work.

YSU

UNIVERSITY GUIDEBOOK

Subject: Staff Development Leave, Exempted Professional/ Administrative Staff

Developed by:	Jean R. Wainio	Authorized by:	G. L. Mears
Title:	Interim Executive Director Human Resources	Title:	Executive Vice President
		EFFECTIVE:	
Date:	October, 1998		

Policy: The University is committed to employment practices that promote the health and welfare of its employees. Through its Leave programs, it provides for and encourages preventive health care; physical, emotional, and mental well being; professional growth and development; and civic responsibility.

RESOLUTION NUMBER: YR 1998 - 16

Scope: Staff Development Leaves offer members of the exempted Professional/Administrative staff with professional growth and development opportunities that are related to the individuals position at the University and serve to enhance the recipient's professional contributions to the University. Other employees covered by collective bargaining may refer to their respective labor agreement.

Parameters:

- Full-time exempted professional/administrative staff may be granted a staff development leave for a period of up to three months. The leave may be extended, if it is determined by the Provost or appropriate Vice President to be in the best interest of the University.

- Leave recipients remain in full-pay and benefits status while on leave.

- The University may grant up to two staff development leaves each year to the exempted professional/administrative staff.

- A leave recipient is required to return to the University for a minimum of one-year following completion of the leave.

- Employees covered by collective bargaining should refer to their respective labor agreement.

Agenda Item F.7.d.
Exhibit L

Procedures:

1. Each January notice of the availability of staff development leaves will be communicated to exempt professional/administrative staff.

2. Applicants for staff development leave must submit a request in writing to the supervisor for review by the submission deadline date.

3. The supervisor will forward a recommendation to accept or reject the request to the Provost or appropriate Vice President.

4. The Provost and Vice Presidents will consult to identify the one or two requests that will be granted for the year.

5. The Provost or appropriate Vice President will notify any applicant within the Division of the final decision regarding each application.

6. Within sixty days after completion of the leave, the employee shall submit a written report of the leave activities to the Provost or appropriate Vice President.

7. Annually the Board of Trustees will be provided a report of all staff development leaves granted.

EXISTING POLICY—TO BE RESCINDED

Section 30. Staff Development Leaves

ARTICLE III

Members of the full-service Professional/Administrative staff who are excluded from participation in collective bargaining may be granted a staff development leave for a period of up to three months in order to engage in professional activities that are related to the individual's position at the University and will enhance the individual's contributions to the University upon completion of the leave. Recipients of such leaves will remain in full pay status, and will be covered by the University's group insurance program during the period of leave. The President of the University is authorized to grant up to two such leaves annually. The President or his designee will report annually to the Board of Trustees on leaves approved under the provisions of this policy.

YSU

UNIVERSITY GUIDEBOOK

Subject: Drug-Free Environment

Developed by:	Jean R. Wainio	Authorized by:	G. L. Mears
Title:	Interim Executive Director Human Resources	Title:	Executive Vice President
		EFFECTIVE:	
Date:	September, 1998		

Policy: Youngstown State University prohibits the unlawful manufacture, distribution, dispensation, possession, sale or use of illicit drugs, controlled substances, and alcohol by any student or employee on University property, at locations where University business is being conducted, as part of any University activities, or in the workplace. All employees and students are required to abide by this policy. Any failure to do so will result in disciplinary action against the violator.

RESOLUTION NUMBER: YR 1999 -

Purpose: These procedures are designed to create and maintain an environment which sustains the general health and well-being of students, employees, and visitors and also to comply with the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.

Procedures:

1. At least once a year, the University will publish and distribute this policy and its procedures, along with additional information as required by the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989, to each student and employee.

2. Throughout the academic year, the University will conduct alcohol and drug abuse prevention programs for students and employees.

3. Students violating this policy will be subject to disciplinary action in accordance with "The Code of Student Rights, Responsibilities, and Conduct," as published in *Penguin Playbook* (Student Handbook). Sanctions may include warning, probation, suspension, expulsion, or referral for prosecution.

Agenda Item F.7.e.
Exhibit M

4. Employees violating this policy will be subject to disciplinary action in accordance with applicable collective bargaining agreements and/or other University policies and procedures. Sanctions may include warning, reprimand, suspension, removal or termination, or referral for prosecution. Employees violating this policy may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program.

5. Any employee convicted of a criminal drug statute violation occurring in the workplace is required to notify his/her supervisor of such conviction within five days of conviction. Upon such notification, the supervisor must immediately notify the Office of Human Resources of the same. Within thirty days of such notice, the University will take appropriate personnel action against the employee or require the employee's participation in a drug abuse assistance or rehabilitation program.

6. When the convicted employee is employed in a unit of the University that is responsible for the performance of a federal grant or contract, the Office of Human Resources will notify the federal agency sponsoring the grant or contract within ten days after notification of the employee's conviction.

YSU

UNIVERSITY GUIDEBOOK

Subject: Drug-Free Environment

Developed by:	Shirley A. Carpenter	Authorized by:	Leslie H. Cochran
Title:	Executive Director Human Resources	Title:	President
		Date:	December, 1997
Date:	May, 1997	EFFECTIVE:	**December 14, 1997**

Policy: Youngstown State University prohibits the manufacture, distribution, dispensing, possession, and use of illegal drugs, and the abuse of alcohol or other substances on University property and at locations where official University business is being conducted.

RESOLUTION NUMBER: YR 1998 - 16

Purpose: These Procedures are designed to create and maintain an environment which sustains the general health and well being of students, faculty, staff, and visitors, and also to comply with Title V of the Federal Anti-Drug Abuse Act of 1988 and the Drug-Free Schools and Community Amendments of 1989.

Procedures:

1. The University annually publishes and distributes to the campus community for educational purposes the *Youngstown State University Educational Guidelines - Drug-Free Schools and Campuses Act*.

2. Periodic alcohol/drug abuse and prevention programs are conducted during the academic year for faculty, staff, and students.

3. The campus contact for referrals related to drug and alcohol abuse is the Alcohol and Drug Specialists in the University Counseling Center.

4. Disciplinary action will be taken against an individual who manufactures, distributes, dispenses, possesses, or uses illegal drugs or controlled substances.

5. Students should refer to *The Code: A Handbook of Student Rights, Responsibilities, and Conduct* for information regarding sanctions imposed on students who violate the Drug-Free Environment Policy.

6. Information regarding sanctions imposed on employees covered by collective bargaining who violate the Drug-Free Environment Policy can be found in applicable agreements.

7. Employees not covered by collective bargaining agreements who violate the Drug-Free Environment Policy may be subject to sanctions which include warning, written reprimand, suspension, or removal.

8. It is a violation of federal and state law to serve or sell alcohol to anyone under the age of 21.

9. An employee who is convicted under criminal drug laws must notify the appropriate supervisory within five days of the conviction.

10. Within 30 days of a conviction, either an employee will be subject to disciplinary action or the employee will be required to complete a drug rehabilitation program.

YSU

UNIVERSITY GUIDEBOOK

Subject: Health Insurance Programs, Employee and Student

Developed by:	Jean R. Wainio	Authorized by:	G. L. Mears
Title:	Interim Executive Director Human Resources	Title:	Executive Vice President
		EFFECTIVE:	
Date:	March, 1998		

Policy: The Board of Trustees authorizes all of the University's insurance programs. All programs will be reviewed at least every three years for rebidding.

RESOLUTION NUMBER: YR 1999 -

Parameters:

- The Health Care Task Force conducts the review of the Employee Health Care Program.
- The review of the Student Health Care Program is the responsibility of the Vice President for Student Affairs or designee.
- Competitive bidding shall be undertaken when a major change is made in the coverage, when there is a significant premium rate increase, when required by statute, or when directed by the President or the Personnel Relations Committee of the Board of Trustees.
- Periodically, the President will submit a report to the Personnel Relations Committee of the Board of Trustees.

Agenda Item F.7.f.
Exhibit N

YSU

UNIVERSITY GUIDEBOOK

Subject: Collective Bargaining

Developed by:	Jean R. Wainio	Authorized by:	G. L. Mears
Title:	Interim Executive Director Human Resources	Title:	Executive Vice President
		EFFECTIVE:	
Date:	August, 1998		

Policy: Youngstown State University recognizes the right of eligible faculty and staff to be represented by an exclusive bargaining representative for purposes of collectively negotiating agreements defining the terms and conditions of employment. This recognition is extended solely to faculty and staff who are defined as "public employees" in 4117.01 of the *Ohio Revised Code*.

RESOLUTION NUMBER: YR 1999 -

Parameters:

- The *Ohio Revised Code* at 4117.01(C) defines public employees as ". . .any person holding a position by appointment or employment in the service of a public employer, including any person working pursuant to a contract between a public employer and a private employer and over whom the National Labor Relations Board has declined jurisdiction on the basis that the involved employees are employees of a public employer. . . ." Exceptions applicable to colleges and universities include: "Confidential employees," "Management level employees," "Supervisors," "Students whose primary purpose is educational training, including graduate assistants or associates, residents, interns, or other students working as part-time public employees less than fifty per cent of the normal year in the employee's bargaining unit," and "Part-time faculty members of an institution of higher education."

- It is the responsibility of the appropriate appointing authorities to inform those members of the faculty or staff within their respective division who are not included in collective bargaining representation because of the nature of their position.

Agenda Item F.7.g.
Exhibit O

ARTICLE III. PERSONNEL

Section 3. Collective Bargaining

The University recognizes the right of eligible faculty and staff to be represented by an exclusive bargaining representative for purposes of negotiating collectively agreements defining the terms and conditions of employment of members of a specified bargaining unit. This recognition is extended solely to faculty and staff who are defined as "public employees" under the provisions of Ohio Revised Code 4117.01, as enacted on July 6, 1983 as part of Amended Substitute Senate Bill Number 133. Each University appointing authority shall be responsible for informing each faculty member or staff member under his authority who, because of the nature of his or her position, is not entitled to participate in collective bargaining representation under the provisions of this policy and applicable law.

YSU

UNIVERSITY GUIDEBOOK

Subject: Degrees, Recognition of Employee

Developed by:	Janice A. Elias	Authorized by:	James J. Scanlon
Title:	Assistant Provost for Planning	Title:	Provost
Date:	October, 1998	**EFFECTIVE:**	

Policy: The University recognizes only credits and degrees awarded by regionally accredited post-secondary institutions in the United States or by equivalent foreign institutions.

RESOLUTION NUMBER: YR 1999 -

Purpose: These procedures are designed to help assure that the University employs qualified individuals, and that employees' qualifications are accurately presented to the public.

Definitions:

- Accredited Post-Secondary Institutions: Those institutions identified by one of the six regional institutional accrediting agencies or other appropriate professional organizations recognized by the U.S. Department of Education as meeting certain academic standards and expectations.

- Equivalent Foreign Institutions: Institutions, typically recognized by a national ministry of education, approved by the Provost. In determining whether a foreign institution is equivalent, the Provost may appoint a committee to make a recommendation.

Procedures:

1. The academic department chairperson or department/unit supervisory forwarding recommendations for employment for which a degree is required must include an official transcript of the candidate's academic preparation. The transcript must show a pattern of academic preparation appropriate to the position for which employment is recommended.

2. The Office of Human Resources will verify that the transcript is from an accredited post-secondary institution or equivalent foreign institution.

Agenda Item F.7.h.
Exhibit P

3. The Office of Human Resources will maintain the official record of the degrees held by each employee. The record will be changed only upon receipt of an official transcript from an accredited post-secondary institution or equivalent foreign institution.

NOTE: See 7010.02 and 7010.03

EXISTING POLICY—TO BE RESCINDED

ARTICLE III

Section 18. Regulations and Procedures on Accepting and Listing Degrees of Employees

The regulations and procedures for accepting and listing of degrees of employees is described in Appendix H of these policies. Any policies previously adopted which may be inconsistent or in conflict with the policy adopted by Youngstown State University Board of Trustees' Resolution YR-1978-1 are hereby rescinded.

YSU

UNIVERSITY GUIDEBOOK

Subject: Degrees, Publication of Employee

Developed by:	Janice A. Elias	Authorized by:	James J. Scanlon
Title:	Assistant Provost for Planning	Title:	Provost
Date:	October, 1998	EFFECTIVE:	

Policy: The University recognizes only credits and degrees awarded by regionally accredited post-secondary institutions in the United States or by equivalent foreign institutions.

RESOLUTION NUMBER: YR 1999 -

Purpose: These procedures are designed to assure that employees' qualifications are accurately presented to the public.

Definitions:

- Accredited Post-Secondary Institutions: Those institutions identified by one of the six regional institutional accrediting agencies or other appropriate professional organizations recognized by the U.S. Department of Education as meeting certain academic standards and expectations.

- Equivalent Foreign Institutions: Institutions, typically recognized by a national ministry of education, approved by the Provost. In determining whether a foreign institution is equivalent, the Provost may appoint a committee to make a recommendation.

Procedures:

1. An official transcript of each person employed in a position for which a degree is required is forwarded to the Office of Human Resources at the time of appointment. (See 7010.01)

2. The Office of Human Resources will maintain the official record of the degrees held by each employee. The record will be changed only upon receipt of an official transcript from an accredited post-secondary institution or equivalent foreign institution. (See 7010.01)

3. Only those degrees officially recorded by the Office of Human Resources may be listed for any employee in any University publication.

4. When listing degrees and degree-granting institutions:
   - Names of institutions shall be listed as they were at the time the degree was earned.
   - Degrees from foreign institutions shall appear in untranslated form.
   - Degrees shall appear as worded on the official transcript or diploma.

NOTE: See 7010.01 and 7010.03

EXISTING POLICY—TO BE RESCINDED

ARTICLE III

Section 18. Regulations and Procedures on Accepting and Listing Degrees of Employees

The regulations and procedures for accepting and listing of degrees of employees is described in Appendix H of these policies. Any policies previously adopted which may be inconsistent or in conflict with the policy adopted by Youngstown State University Board of Trustees' Resolution YR-1978-1 are hereby rescinded.

p. 25

YSU

UNIVERSITY GUIDEBOOK

Subject: Degrees, Support of Employee

Developed by:	Janice A. Elias	Authorized by:	James J. Scanlon
Title:	Assistant Provost for Planning	Title:	Provost
Date:	October, 1998	**EFFECTIVE:**	

Policy: The University recognizes only credits and degrees awarded by regionally accredited post-secondary institutions in the United States or by equivalent foreign institutions.

RESOLUTION NUMBER: YR 1999 -

Purpose: These procedures are designed to assure that University-supported employee study toward degrees is undertaken at accredited institutions in appropriate fields. Employees covered by collective bargaining may also refer to their respective labor agreement.

Definitions:

- Accredited Post-Secondary Institutions: Those institutions identified by one of the six regional institutional accrediting agencies or other appropriate professional organizations recognized by the U.S. Department of Education as meeting certain academic standards and expectations.

- Equivalent Foreign Institutions: Institutions, typically recognized by a national ministry of education, approved by the Provost. In determining whether a foreign institution is equivalent, the Provost may appoint a committee to make a recommendation.

Parameters:

- If an employee is granted leave or other University financial support to work on an advanced degree, the work must be taken at an accredited post-secondary institution or equivalent foreign institution.

- An employee granted leave or other support for study must pursue a field appropriate to the employee's teaching assignment or area of responsibility. Exceptions to this rule may be made under certain conditions, e.g., an employee retraining for a different teaching field or area of responsibility.

Agenda Item F.7.j.
Exhibit R

Procedures:

1. Employees interested in receiving support to pursue further education must consult with the department chairperson/director regarding the intended field of study and institution they expect to attend in advance of making application. If there is agreement regarding the institution and field of study, the employee will submit a written proposal to the department chairperson/director identifying the institution and the field of study.

2. The department chairperson/director will forward the employee plan to the dean/executive director for review. If appropriate, the plan is then forwarded to the Provost/Vice President for approval.

3. The employee has a responsibility to keep the department chairperson/director appraised of progress being made toward the completion of the plan.

4. Upon completion of the plan and the attainment of a degree, the employee must submit an official transcript verifying the degree to the Office of Human Resources, which maintains the official record of degrees for employees.

Note: See also 7010.01 and 7010.02

EXISTING POLICY—TO BE RESCINDED

ARTICLE III

Section 18. Regulations and Procedures on Accepting and Listing Degrees of Employees

The regulations and procedures for accepting and listing of degrees of employees is described in Appendix H of these policies. Any policies previously adopted which may be inconsistent or in conflict with the policy adopted by Youngstown State University Board of Trustees' Resolution YR-1978-1 are hereby rescinded. ...

p. 25

UNIVERSITY GUIDEBOOK

Subject: Political Activities of Employees

Developed by:	Jean R. Wainio	Authorized by:	G. L. Mears
Title:	Interim Executive Director Human Resources	Title:	Executive Vice President
		EFFECTIVE:	
Date:	October, 1998		

Policy: The University supports employee participation in political activities as an important component of the democratic process. Standards of personal and professional ethics, applicable laws and regulations, appropriate utilization of resources, and the best interest of the University govern such participation.

RESOLUTION NUMBER: YR 1999 -

Parameters:

- University employees are free to express political opinions; however, such expression cannot imply official University endorsement, sanction, or action.

- Faculty and professional/administrative staff are free to run for or hold an elective office or serve in an appointed office insofar as the process of attaining and holding such office does not infringe upon fulfillment of responsibilities as employees of the University.

- The *Ohio Revised Code* (124.57) prohibits classified employees from engaging in certain political activities, including soliciting or receiving political contributions or participating in certain partisan activities. The *Ohio Administrative Code* (123:1-46-02) sets forth guidelines regarding prohibited and permitted political activity for classified employees.

Procedures:

1. Employees considering running for elective office must first meet with their immediate supervisor to determine if campaigning for or holding such office would infringe upon the fulfillment of University responsibilities.

2. If the supervisor and employee disagree on the impact of seeking or holding the office, the matter is referred to the Provost or appropriate Vice President for final determination.

Agenda Item F.7.k.
Exhibit S

3. If it is determined that running for an office would infringe upon the employee's ability to fulfill University responsibilities, the employee may: chose not to pursue the office; apply for a leave without pay (see 7002.03); or resign from the University.

4. If it is determined that holding an elected or appointed office would infringe on the employee's ability to fulfill University responsibilities, the employee may choose not to hold the office; seek a leave without pay for up to four years; or resign from the University.

5. The leave without pay may be extended, if it is determined by the Provost or appropriate Vice President to be in the best interest of the University.

6. Employees covered by collective bargaining should refer to their respective agreement for additional information.

Section 16. Regulations Governing Political Activities by University Employees

Informed political participation is a necessary element in our democratic process; however, the Board of Trustees is obligated to ensure that the public funds are not spent for any private or partisan purposes. Therefore, the following regulations shall apply to all unclassified employees of Youngstown State University.

16.1 Campus Mail: Political literature wil be distributed through campus mail only if it is received from the United States postal agencies. 333.1003.01]

16.2 Endorsement of Political Candidates: Individuals and groups are free to express political opinions in the form of endorsement of candidates; such endorsement shall not imply official University sanction or action.

16.3 Political Office for Unclassified Employees: Unclassified University employees are free to run for, and hold, an elected office insofar as such commitment does not infringe upon fulfillment of their responsibilities as employees of the University. In the event an unclassified civil service employee is elected to an office which, in the judgment of the President, prevents him from devoting a proper and judicious part of his workweek to his responsibilities, said employee will be required to take a leave of absence without pay for the duration of his term.

YSU

UNIVERSITY GUIDEBOOK

Subject: Distinguished Service Awards, Exempted Professional/ Administrative Staff

Developed by:	Jean R. Wainio	Authorized by:	G. L. Mears
Title:	Interim Executive Director Human Resources	Title:	Executive Vice President
		EFFECTIVE:	
Date:	October, 1998		

Policy: The University recognizes employees for outstanding performance of duties and grants awards for such achievement.

RESOLUTION NUMBER: YR 1999 -

Parameters:

- Up to four awards are granted annually to Exempted Professional/Administrative staff whose performance at the University has been identified as outstanding.
- Each award carries a stipend of $1,500.
- The President, Provost, Vice Presidents, Deans, and Executive Directors are not eligible for consideration for Distinguished Service Awards.

Procedures:

1. To be eligible to receive a Distinguished Service Award, an individual must be nominated during the "Call For Nominations" process which is annually initiated in February.
2. Staff members, faculty, students, or alumni may make nominations.
3. The Provost and each Vice President will appoint a person from each Division to serve as a four-person committee to review nominations and recommend award recipients.
4. The committee will seek written input of the supervisors of all persons nominated for an award.

5. The names of the award recipients recommended by the committee will be forwarded to the Office of Human Resources.

6. Announcement and presentation of the Awards occurs at the annual faculty/staff awards dinner.

7. Annually a list of all recipients of the Distinguished Service Award will be presented to the Personnel Relations Committee of the Board of Trustees.

ARTICLE III

Section 28. Policy on Honoring Faculty and Staff

It is the policy of the University to honor its faculty and staff for service to the University within the parameters authorized by the Office of the Auditor of State of Ohio for the expenditure of public funds. The primary activities established under this policy are social activities held each spring quarter to honor retiring faculty and staff, as well as faculty and staff who have completed significant periods of service to the University. Other appropriate University actions benefiting University faculty and staff members may be approved by the President, with the concurrence of the appropriate committee(s) of the Board of Trustees. Budgetary authority for approval of activities under this policy is vested in the President of the University, who shall make periodic reports to the Board of Trustees on the activities so approved.

Agenda Item F.7.m.
Exhibit U

EXISTING POLICY—TO BE RESCINDED

Section 32. Restrictions on Contracts with University Employees for the Provision of Goods or Services

SEE 7001.01

This policy acknowledges the YSU Board of Trustees' continuing commitment to prevent conflicts of interest under the law and also to avoid even the appearance of impropriety or conflict of interest which potentially expose the University to criticism.

The President, or his designee, is hereby delegated the authority to resolve questions regarding the appropriateness of a contract for goods or services involving University employees, a member of their immediate family, or a business associate, consistent with the laws of the State of Ohio and this policy.

Ohio Public Higher Education Institutions'
Retirement Plan

Article I

OPTIONS

§ 1.1 Exclusive Benefit

This Plan has been executed for the exclusive benefit of the Participants hereunder and their Beneficiaries. This Plan shall be interpreted in a manner consistent with this intent and with the intention of the Employer that this Plan satisfy the pertinent provisions of Internal Revenue Code Section 403(a) and Ohio Revised Code Sections 3305.01, et seq. Under no circumstances shall funds ever revert to or be used or enjoyed by the Employer, except as provided in Section 10.4.

§ 1.2 No Rights of Employment Granted

The establishment of this Plan shall not be considered as giving any employee the right to be retained in the service of the Employer.

§1.3 Effective Date

The "Effective Date" shall be January 1, 1999.

§1.4 Employer

The "Employer" shall mean Youngstown State University.

§1.5 Full-time Employee

"Full-time Employee" shall mean eligible academic and administrative employees whose position is identified as 1.0 full-time equivalent in the University's operating budget.

§1.6 Plan Name

The "Plan Name" is Youngstown State University Alternative Retirement Plan - [Provider].

§1.7 Plan Year

A "Plan Year" is the 12-consecutive month period beginning January 1 and ending December 31.

§1.8 Provider

Option 1

__X__ "Provider" shall mean [Provider].

Option 2

_____ "Provider" shall mean, with respect to an individual Participant, the company selected by the Participant to provide the Participant's Annuity Contract pursuant to Section 5.1 which has entered into a Provider Agreement with the Employer. Participants may choose among those companies designated by the Ohio Department of Insurance under Section 3305.03 of the Revised Code. A Provider's responsibilities under the Plan, as to any Participant, shall be limited to the Accounts of those Participants investing in Annuity Contracts offered by the respective Provider.

§1.9 Year of Service for Vesting

Option 1

_____ A "Year of Service for Vesting" shall mean a Plan Year during which the employee remains continuously employed by the Employer and which occurs after the employee has attained the age of 18.

Option 2

_____ An employee shall be credited with a Year of Service for Vesting on the first anniversary of the 12 consecutive month period beginning on the date the employee first performs an Hour of Service after the employee has attained the age of 18 for the Employer (employment commencement date), and each anniversary thereof.

Option 3

__X__ Not applicable. Participants vest immediately.

Option 4 (may be combined with option 2)

_____ Administrative Employees with 9 month contracts and Academic Employees shall be credited with a Year of Service for vesting upon the earlier of: (a) the first anniversary of the 12 consecutive month period beginning on the date the employee first performs an Hour of Service after the employee has attained the age of 18 for the Employer (employment commencement date) and each anniversary thereof; or (b) the completion of each 9 month academic year or 9 month contract.

§1.10 Employer Contributions

Option 1

_____ Employer discretionary contributions shall be made at a rate equal to a uniform percentage of the Compensation of each Participant who is eligible for Employer Contributions. The Board of Trustees of the Employer shall have discretion to vary the contribution rate from Plan Year to Plan Year.

Option 2

____ Employer discretionary contributions shall be made at a rate equal to a percentage of the Compensation of each Participant who is eligible for Employer Contributions. A different contribution rate may be set for Academic Employees and Administrative Employees. The Board of Trustees of the Employer shall have discretion to vary the contribution rate from Plan Year to Plan Year.

Option 3

__X__ Employer discretionary contributions shall be made at a rate of 8% of the Compensation of each Participant who is eligible for Employer Contributions and who is an Academic Employee, and at a rate of 7.31% of the Compensation of each Participant who is eligible for Employer Contributions and who is an Administrative Employee. The Board of Trustees of the Employer shall have discretion to vary the contribution rate from Plan Year to Plan Year.

§1.11 Loans to Participants

__X__ The Plan shall not permit loans.

_____ Plan loan provisions are set forth in Section 5.5. The minimum loan amount shall be $___________.

§1.12 Spousal Consent

Option 1

__X__ In the event of the death of a married Participant, the surviving spouse must be the sole Beneficiary unless the surviving spouse has consented in writing to a different election, has acknowledged the effect of such election, and the consent and acknowledgment are witnessed by a duly authorized Provider representative or a notary public. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no spouse, the spouse cannot reasonably be located, or for such other reasons as the Treasury regulations may prescribe. If the spouse of a Participant is located or if a Participant remarries, it shall be the duty of the Participant to bring that fact to the attention of the Provider. If the Participant so notifies the Provider, the Provider shall then, if applicable, proceed to make available to such spouse the spousal consent procedures described in this Section.

Option 2

_____ Participants may designate a Beneficiary other than the Participant's spouse without obtaining spousal consent.

§1.13 Employer Account Vesting on Termination

Option 1

__X__ A Participant's Employer Account shall be 100% vested at all times.

If a Participant's employment is terminated prior to attaining Normal Retirement Age except for death or Disability, the vested portion of his Employer Account shall be determined in accordance with the following:

Option 2

____ (5 year cliff)--

Total Service for Vesting	Vested percentage of Employer Account
less than 5 years	0%
5 years or more	100%

Option 3

____ (3 to 7 year graded)

Total Service for Vesting	Vested percentage of Employer Account
less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7 years or more	100%

Option 4

____ (other)

Total Service for Vesting	Vested percentage of Employer Account
less than year(s)	0%
____years	____%
____years	____%
____years	____%
____years	____%
____years	____%
____years or more	100%

Notwithstanding the above, the Plans' vesting schedule shall meet the vesting requirements resulting from the application of Code Sections 401(a)(4) and 401(a)(7) as in effect on September 1, 1974.

§ 1.14 Forfeiture for Certain Acts

Notwithstanding the provisions of Section 6.3, a Participant who has less than zero years of Total Service for Vesting shall forfeit any amount accrued in his Employer Account if he should commit any criminal act or willful or malicious act which damages the Employer or other employees.

§ 1.15 Method of Distribution of Accounts

The Participant shall elect to receive distribution of his vested Account in one of the following forms (check all that apply):

__X__ an annuity:

__X__ with a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity as provided in Section 7.3, or

______ without a default option of a Joint and Survivor Annuity or Pre- Retirement Survivor Annuity.

__X__ a lump-sum distribution,

__X__ an installment distribution consisting of approximately equal annual or more frequent installments (subject to the limitations of Section 7.2) over a term certain not to exceed 10 years.

Article II

DEFINITIONS

§ 2.1 Academic Employee

"Academic Employee" shall mean any Full-time Employee who is a member of the faculty of the Employer and is not receiving any benefit, allowance or other payment from the Public Employees Retirement System created under Chapter 145 of the Revised Code, the State Teachers Retirement System created under Chapter 3307 of the Revised Code, or the School Employees Retirement System created under Chapter 3309 of the Revised Code. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Academic Employee.

§ 2.2 Account

"Account" shall mean the amount credited to the Employer Account, the Participant Account and, if applicable, the Rollover Account of a Participant or Beneficiary.

§ 2.3 Administrative Employee

"Administrative Employee" shall mean any Full-time Employee who is a member of the administrative staff of the Employer serving in a position in the unclassified civil service pursuant to Section 124.11 of the Revised Code and is not receiving any benefit, allowance or other payment from the Public Employees Retirement System created under Chapter 145 of the Revised Code, the State Teachers Retirement System created under Chapter 3307 of the Revised Code, or the School Employees Retirement System created under Chapter 3309 of the Revised Code. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Administrative Employee.

§2.4 Annuity Contract

"Annuity Contract" shall mean those contracts offered by the Provider.

§ 2.5 Beneficiary

A "Beneficiary" is any person, estate or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive the Account of a Participant under the Plan. A "designated Beneficiary" is any individual designated or determined in accordance with Section 5.4, excluding any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession.

§ 2.6 Compensation

"Compensation" shall mean:

(a) If the Participant would be subject to Chapter 145 of the Revised Code had the Participant not made an election pursuant to Section 3305.05 of the Revised Code, "Earnable Salary" as defined in division (R) of Section 145.01 of the Revised Code;

(b) If the Participant would be subject to Chapter 3307 of the Revised Code had the Participant not made an election pursuant to Section 3305.05 of the Revised Code, "Compensation" as defined in Division (U) of Section 3307.01 of the Revised Code;

(c) If the Participant would be subject to Chapter 3309 of the Revised Code had the Participant not made an election pursuant to Section 3305.05 of the Revised Code, "Compensation" as defined in division (V) of Section 3309.01 of the Revised Code.

Compensation shall not be reduced by the amount of exclusions that are not currently includable in the Participant's gross income by reason of the application of IRC Sections 125, 402(e)(3), 403(b), and 457 , or by reason of the application of IRC Section 414(h)(2).

An employee who has satisfied the eligibility requirements for Employer Contributions during a Plan Year shall be entitled to such contributions with respect to Compensation earned on or after the date he becomes a Participant.

For plan years beginning on or after January 1, 1994, the annual Compensation of each Participant taken into account for determining all benefits provided under the plan for any plan year shall not exceed $150,000, as adjusted for increases in the cost-of-living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code.

The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year.

If a determination period consists of fewer than 12 months the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

If Compensation for any prior determination period is taken into account in determining a participant's allocations for the current plan year, the Compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. For this purpose, in determining allocations in plan years beginning on or after January 1, 1989, the annual compensation limit in effect for determination periods beginning after that date is $200,000. In addition, in determining allocations in plan years beginning on or after January 1, 1994, the annual compensation limit in effect for determination periods beginning before that date is $150,000.

§2.7 Disabled or Disability

"Disabled or Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. A Participant shall be considered Disabled only if the permanence and degree of such impairment is supported by medical evidence. Such determinations shall be made on a uniform basis for all.

§ 2.8 Eligible Employee

"Eligible Employee" shall mean (a) any Academic or Administrative Employee whose employment commences on or after the effective date of the Plan, (b) any Academic or Administrative Employee who has less than five years total service credit in the Public Employees Retirement System or School Employees Retirement System on March 31, 1998, and (c) any Academic or Administrative Employee who has less than five years total service credit in the State Teachers Retirement System on the 30th day of June preceding the effective date of the Plan.

§ 2.9 Employer Account

The "Employer Account" is the separate account maintained for each Participant to which all Employer contributions (including Forfeitures, if applicable) shall be allocated.

§ 2.10 ERISA

"ERISA" refers to the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001 *et seq.*, as amended.

§ 2.11 Forfeiture

"Forfeiture" refers to the amount of the non-vested Account in a Participant's Employer Account.

§ 2.12 Hour of Service

"Hour of Service" means each hour for which an employee is paid or entitled to payment for the performance of duties for the Employer.

For purposes of determining an employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in the Participant's account balance derived from Employer contributions, an employee will receive credit for the aggregate of all time period(s) commencing with the employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the employee performs an Hour of Service. An employee will also receive credit for any Period of Severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.

Period of Severance is a continuous period of time during which the employee is not employed by the Employer. Such period begins on the date the employee retires, resigns or is discharged. In the case of an individual who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Each Participant will share in Employer contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Participant severs employment with the Employer or is no longer a member of an eligible class of employees.

§ 2.13 IRC or Code

"IRC" or "Code" refers to the Internal Revenue Code of 1986, as amended.

§ 2.14 Joint and Survivor Annuity

A "Joint and Survivor Annuity" is an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Beneficiary which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's Beneficiary and which is the actuarial equivalent of the Participant's vested Account. The percentage of the survivor annuity under the Plan shall be elected by the Participant.

§ 2.15 Leave of Absence

A "Leave of Absence" shall refer to that period during which the Participant is absent without Compensation and for which the Employer, in its sole discretion has determined him to be on a "Leave of Absence" instead of having terminated his employment. However, such discretion of the Employer shall be exercised in a nondiscriminatory manner. In all events, a Leave of Absence by reason of service in the armed forces of the United States shall end no later than the time at which a Participant's reemployment rights as a member of the armed forces cease to be protected by law, except that if the Participant resumes employment with the Employer prior thereto, the Leave of Absence shall end on such date of resumption of employment. The date that the Leave of Absence ends shall be deemed the Termination Date if the Participant does not resume employment with the Employer. In determining a Year of Service for vesting, all such Leaves of Absence shall be considered to be periods when the employee is a Participant.

§ 2.16 Limitation Year

The "Limitation Year" for purposes of Code Section 415 shall mean the Plan Year.

§ 2.17 Nonelective Contributions

"Nonelective Contributions" shall be those contributions made by the Participant pursuant to Section 4.1.

§ 2.18 Normal Retirement Age

The "Normal Retirement Age" shall be the time at which the Participant attains 65 years of age.

§ 2.19 One Year Break in Service

A "One Year Break in Service" is a Period of Severance of at least 365 consecutive days.

§ 2.20 Participant

A "Participant" shall refer to every employee or former employee who has met the applicable participation requirements of Article III.

§ 2.21 Participant Account

The "Participant Account" is the account to which all Nonelective and Voluntary Contributions, by the Participant shall be allocated, if applicable. Separate accounts within the Participant Account will be maintained for the Nonelective Contributions and the Voluntary Contributions of each Participant.

§ 2.22 Plan

"Plan" refers to this Plan.

§ 2.23 Pre-Retirement Survivor Annuity

A "Pre-Retirement Survivor Annuity" is a survivor annuity for the life of the surviving Beneficiary of the Participant which is the actuarial equivalent of the Participant's vested Account.

§ 2.24 Retirement

"Retirement" refers to the termination of employment of a Participant who has attained at least the Normal Retirement Age. The Participant may work beyond Normal Retirement Age, in which case Employer contributions, Nonelective Contributions, and Voluntary Contributions shall continue to be allocated to the Participant's Account.

§ 2.25 Revised Code

"Revised Code" shall mean the Ohio Revised Code, as amended.

§ 2.26 Rollover Contribution

"Rollover Contribution" means:

(a) amounts transferred to this Plan directly from another qualified plan;

(b) lump sum distributions received by a Participant from another qualified plan which are eligible for tax-free rollover treatment and which are transferred by the Participant to this Plan within sixty (60) days following his receipt thereof;

(c) amounts transferred to this Plan from a conduit individual retirement account, provided that such account has no assets other than assets which were previously distributed to the Participant by another qualified plan; and further provided that such amounts met the applicable requirements of IRC Section 408(d)(3) for rollover treatment on transfer to the conduit individual retirement account; and

(d) amounts distributed to a Participant from a conduit individual retirement account meeting the requirements of Subsection (c) above which are transferred by the Participant to this Plan within sixty (60) days of his receipt from such account.

§ 2.27 Termination Date

The "Termination Date" shall be the date on which the earliest of the following events occurs: (a) a Participant's retirement, (b) a Participant's termination of employment as a result of Disability, (c) a Participant's death, or (d) a Participant's termination of employment for any other reason.

§ 2.28 Total Service for Vesting

"Total Service for Vesting" shall mean the sum of each separate Year of Service for Vesting credited to the Participant. In the case of a Participant who has a Break in Service, all Years of Service for Vesting after such Break in Service will be disregarded for the purpose of vesting the Employer Account that accrued before such breaks, and all pre-break service will be disregarded for the purposes of vesting the Employer Account that accrues after such breaks.

§ 2.29 Voluntary Contributions

"Voluntary Contributions" shall mean those contributions made by a Participant pursuant to Section 4.3.

Article III

ELIGIBILITY TO PARTICIPATE

§ 3.1 Initial Entry

All Eligible Employees as of the effective date of the Plan shall have a period of 120 days in which to elect to participate in the Plan. Academic or Administrative Employees making such election on forms prescribed by the Employer who are eligible to participate in the Public Employees Retirement System or School Employees Retirement System shall participate in the Plan as of March 31, 1998, and Academic or Administrative Employees making such election on forms prescribed by the Employer who are eligible to participate in the State Teachers

Retirement System shall participate in the Plan as of the 30th day of June preceding the adoption date of the Plan. An Eligible Employee whose employment commences after the effective date of the Plan shall have a period of 90 days from the date upon which the employee first is credited with an Hour of Service in which to elect participation in the Plan. Such election shall be effective on the Eligible Employee's employment commencement date.

§3.2 Resumption of Participation

In the event a Participant ceases to be an Academic or Administrative Employee and thereby becomes ineligible to participate in the Plan prior to incurring a One-Year Break in Service, such employee will participate in the Plan immediately upon becoming an Academic or Administrative Employee for Employer.

Article IV

CONTRIBUTIONS

§ 4.1 Nonelective Contributions

Eligible Employees who become Participants under this Plan in accordance with the provisions of Article III shall be deemed to have authorized the Employer to deduct from such Participant's Compensation, prior to its payment, a certain percentage of such Participant's Compensation, as a Nonelective Contribution to the Plan. Such contributions shall be credited to the Participant Account.

The Nonelective Contribution percentage shall equal the percentage the Participant's Compensation which, but for the election to participate in this Plan, would have otherwise been contributed to the State Retirement System that applies to the Participant's position; provided that the Nonelective Contribution percentage shall not be less than three percent.

The amount of the Nonelective Contribution shall be picked up by the Participant's Employer as provided for in IRC Section 414(h)(2) . The Participant shall not have the option to receive this picked up contribution directly and such contributions shall be paid by the Employer directly to the respective Provider selected by the Participant.

§4.2 Employer Contributions

Employer contributions shall be made as set forth in Section 1.10. Such contributions shall be credited to the Employer Account.

Notwithstanding Sections 4.1 and 4.2, in no event shall the amount contributed under Sections 4.1 and 4.2 be less than the amount necessary to qualify the Plan as a state retirement system pursuant to Code Section 3121(b)(7) and the regulations adopted thereunder.

§4.3 Voluntary Contributions

Participants shall be permitted to make voluntary non-deductible employee contributions to the Plan. Such contributions shall be credited to the Participant Account.

§4.4 Corrective Distributions

If, notwithstanding the application of Section 4.3, the limits under IRC Section 415 are exceeded for any taxable year, and such excess is a result of a reasonable error in estimating a Participant's annual Compensation or under such other facts and circumstances that are permitted under any regulation or other ruling of the U.S. Department of the Treasury, then the Accounts of the Participant will be adjusted by the amount of the Employer Contributions for the next Limitation Year in accordance with Section 5.3(a)(iv).

§ 4.5 Rollover Contributions

(a) Any Participant may make a Rollover Contribution to this Plan; provided, however, that the trust from which the funds are to be transferred must permit the transfer to be made, and provided, further, the Provider is reasonably satisfied that such transfer will not jeopardize the tax exempt status of this Plan or create adverse tax consequences for the Employer. Rollover Contributions shall be made by delivery of such amount to the respective Provider. All Rollover Contributions must be in cash or property satisfactory to the Provider, whose decision in this regard shall be final.

(b) If the Provider accepts such transfer of funds, it shall allocate them to the appropriate Participant Account of the transferor, or to a separate or segregated Account established for such purpose ("Rollover Account"). If the funds are allocated to a Rollover Account, they shall be invested separately and any appreciation, depreciation, gain, or loss with respect to the Rollover Account, and any related expenses shall be allocated to such Rollover Account; for all other purposes such funds shall be treated as if they had been allocated to the Participant Account.

(c) Rollover Contributions shall not be considered to be Participant contributions for the purpose of calculating the limitations under Section 5.3.

(d) Any amount that is credited to a Participant's Account pursuant to a Rollover Contribution or transfer under Section 4.6 of this Plan shall be one hundred percent (100%) Vested and nonforfeitable at all times. In all other respects, the portion of a Participant's Account attributable to such a Rollover Contribution or transfer shall be subject to the terms of this Plan.

§4.6 Transfers from a Plan of the Employer

Any Participant who has participated in a plan under IRC Section 401(a) or 403(a) attributable to such employee's current employment with the Employer may elect to transfer all or a portion of the amount accumulated under such other plan to this Plan provided such transfer may be effected in a manner consistent with the terms of such other plan(s) as well as the terms of this Plan. Such transfer shall only be permitted if such transfer qualifies as a tax-free transfer under generally accepted interpretations of the Code. The portion of a Participant's Account attributable to such a transfer shall be subject to the terms of this Plan as if the contributions from which the transferred amount are derived were made under this Plan.

Article V

ADMINISTRATION OF ACCOUNTS

§ 5.1 Investments

The amounts allocated to the Employer and Participant Accounts, shall be invested in Annuity Contracts for Participants provided by the respective Provider. The term and conditions of such Annuity Contracts shall be considered part of, and shall be construed as having been incorporated into the Plan. Participants will invest their Account's based upon the investment options available under the Annuity Contracts and may make their investment selections pursuant to the terms and conditions contained in the respective Annuity Contract.

§ 5.2 Inter-Plan Transfers

Subject to the Provider's rules for transfers and the Revised Code, a Participant may specify that a part or all of such Participant's Account may be transferred among different investment options offered under such Annuity Contract or may be transferred to the Annuity Contract of another authorized provider. Transfer between Providers is subject to each Provider's rules for such transfers.

§5.3 Limitations on Allocations to Each Participant

(a)(i) If the Participant does not participate in, and has never participated in, another qualified plan maintained by the Employer or a welfare benefit fund, as defined in IRC Section 419(e) maintained by the Employer, or an individual medical account, as defined in IRC Section 415(1)(2), maintained by the Employer, which provides an annual addition as defined in Paragraph (d)(i), the amount of annual additions which may be credited to the Participant's account for any Limitation Year will not exceed the lesser of the maximum permissible amount or any other limitations contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Account of the Participant would cause the annual additions for the Limitation Year to exceed the maximum permissible amount, the amount contributed or allocated will be reduced so that the annual additions for the Limitation Year will equal the maximum permissible amount.

(ii) Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(iii) As soon as administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

(iv) If, pursuant to Paragraph (a)(iii) or as a result of an allocation of Forfeitures, there is an excess amount, the excess will be disposed of as follows:

(1) Any Voluntary Contributions (plus attributable earnings), to the extent they would reduce the excess amount, will be returned to the Participant.

(2) If after the application of Subparagraph (1) an excess amount still exists, and the Participant is covered by the Plan at the end of the Limitation Year, the excess amount in the Account of the Participant

will be used to reduce Employer Contributions (including any allocation of Forfeitures) for such Participant in the next Limitation Year, and each succeeding Limitation Year if necessary.

(3) If after the application of Subparagraph (1) an excess amount still exists, and the Participant is not covered by the Plan at the end of a Limitation Year, the excess amount will be held unallocated in a suspense account. The suspense account will be applied to reduce Employer Contributions for all remaining Participants in the next Limitation Year, and each succeeding Limitation Year if necessary.

(4) If a suspense account is in existence at any time during a Limitation Year pursuant to this Section, it will not participate in the allocation of investment gains and losses. If a suspense account is in existence at any time during a particular Limitation Year, all amounts in the suspense account must be allocated and reallocated to Accounts of Participants before any Employer or Participant contributions may be made to the Plan for that Limitation Year. Excess amounts may not be distributed to Participants or former Participants.

(b)(i) This Subsection (b) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in IRC Section 419(e) maintained by the Employer, or an individual medical account, as defined in IRC Section 415(l)(2), maintained by the Employer, which provides an annual addition as defined in Paragraph (d)(i), during any Limitation Year. The annual additions which may be credited to the Account of a Participant under this Plan for any such Limitation Year will not exceed the maximum permissible amount reduced by the annual additions credited to the Account of a Participant under the other plans and welfare benefit funds for the same Limitation Year. If the annual additions with respect to the Participant under the other defined contribution plans and welfare benefit funds maintained by the Employer are less than the maximum permissible amount and the Employer contribution that would otherwise cause the annual additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the annual additions under all such plans and funds for the Limitation Year will equal the maximum permissible amount. If the annual additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the Account of a Participant under this Plan for the Limitation Year.

(ii) Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant in the manner described in Paragraph (a)(ii).

(iii) As soon as is administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

(iv) If, pursuant to Paragraph (b)(iii) or as a result of the allocation of Forfeitures, a Participant's annual additions under this Plan and such other plans would result in an excess amount for a Limitation Year, the excess amount will be deemed to consist of the annual additions last allocated, except that annual additions attributable to a welfare fund or individual medical account will be deemed to have been allocated first regardless of the actual allocation date.

(v) If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of:

(1) the total excess amount allocated as of such date, times

(2) the ratio of (i) the annual additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total annual additions allocated to the Participant for the Limitation Year as of such date under this and all the other qualified defined contribution plans.

(vi) Any excess amount attributed to this Plan will be disposed in the manner described in Paragraph (a)(iv).

(c) If the Employer maintains, or at any time maintained, a qualified defined benefit plan covering any Participant in this Plan, the sum of the Participant's defined benefit fraction and defined contribution fraction will not exceed 1.0 in any Limitation Year. The annual additions which may be credited to the Participant's account under this Plan for any Limitation Year are limited as follows: If the Participant's defined benefit fraction and defined contribution fraction would otherwise exceed 1.0, the Participant's annual additions under this Plan will be reduced to the extent necessary to prevent such combined fraction from exceeding 1.0 before any accruals under any defined benefit plan of the employer are reduced.

(d) For purposes of this Section 5.3, the following words and terms shall have the meanings indicated:

(i) "Annual additions." Annual additions means the sum of the following credited to the Account of a Participant for the Limitation Year:

(1) Employer Contributions,

(2) Participant contributions (Nonelective and Voluntary Contributions),

(3) Forfeitures, and

(4) amounts allocated, after March 31, 1984, to an individual medical account, as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in IRC Section 419A(d)(3), under a welfare benefit fund, as defined in IRC Section 419(e), maintained by the employer are treated as annual additions to a defined contribution plan.

For this purpose, any excess amount applied under (a)(iv) or (b)(vi) in the Limitation Year to reduce Employer Contributions will be considered annual additions for such Limitation Year.

(ii) "Compensation:" Compensation means wages as defined in IRC Section 3401(a) and all other payments of Compensation to an employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the employee a written statement under IRC Sections 6041(d) and 6051(a)(3). Compensation must be determined without regard to any rules under IRC Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in IRC Section 3401(a)(2)).

For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this section, Compensation paid or made available during such Limitation Year shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the employee and which is not includable in the gross income of the employee by reason of IRC Section 125 or 457.

For limitation years beginning after December 31, 1991, for purposes of applying the limitations of this Section 5.3, Compensation for a Limitation Year is the Compensation actually paid or made available during such Limitation Year.

Notwithstanding the preceding sentence, Compensation for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in IRC Section 22(e)(3)) is the Compensation such Participant would have received for the Limitation Year before becoming permanently and totally disabled; for Limitation Years beginning before January 1, 1997, but not for Limitation Years beginning after December 31, 1996, such imputed Compensation for the disabled Participant may be taken into account only if the Participant is not a Highly Compensated Employee (as defined in IRC Section 414(q)) and contributions made on behalf of such Participant are nonforfeitable when made.

(iii) "Defined benefit fraction." Defined benefit fraction means a fraction, the numerator of which is the sum of the Participant's projected annual benefits under all the defined benefit plans (whether or not terminated) maintained by the Employer, and the denominator of which is the lesser of 125% of the dollar limitation determined for the Limitation Year under IRC Sections 415(b) and (d) or 140% of the highest average Compensation, including any adjustments under IRC Section 415(b).

Notwithstanding the above, if the Participant was a Participant as of the first day of the first Limitation Year beginning after December 31, 1986, in one or more defined benefit plans maintained by the Employer which were in existence on May 6, 1986, the denominator of this fraction will not be less than 125% of the sum of the annual benefits under such plans which the Participant had accrued as of the close of the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the plan after May 5, 1986. The preceding sentence applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of IRC Section 415 for all Limitation Years beginning before January 1, 1987.

Notwithstanding the above, in the case of an individual who participates, before January 1, 1983, in any such defined benefit plan which is in existence on or before July 1, 1982 and which has met the requirements of IRC Section 415 for all prior years, the dollar limit for purposes of the defined benefit fraction set forth in this Paragraph 5.3(d)(iii) shall be the greater of (i) $90,000 or (ii) the applicable dollar limit determined as of the close of the last Plan Year beginning before January 1, 1983, expressed as an annual benefit and determined by reference to the law as it existed immediately prior to the adoption of the Tax Equity and Fiscal Responsibility Act of 1982. However, if the annual benefit computed in accordance with the preceding sentence exceeds $90,000, no further benefits may be accrued to an individual's benefit under such a defined benefit plan until his annual benefit as determined in the preceding sentence does not exceed the $90,000 limitation for purposes of the defined benefit fraction of this Paragraph 5.3(d)(iii), as adjusted for cost of living increases asset forth therein.

(iv) "Defined contribution dollar limitation." The defined contribution dollar limitation is $30,000, as adjusted under IRC Section 415(d).

(v) "Defined contribution fraction." Defined contribution fraction means a fraction, the numerator of which is the sum of the annual additions to the Account of a Participant under all the defined contribution plans (whether or not terminated) maintained by the Employer for the current and all prior Limitation Years (including the annual additions attributable to the Participant's nondeductible employee contributions to all defined benefit plans, whether or not terminated, maintained by the Employer, and the annual additions attributable to all welfare benefit funds, as defined in IRC Section 419(e), and individual medical accounts, as defined in IRC Section 415(l)(2), maintained by the Employer), and the denominator of which is the sum of the maximum aggregate amounts for the current and all prior Limitation Years of service with the Employer (regardless of whether a defined contribution plan was maintained by the Employer). The maximum aggregate amount in any Limitation Year is the lesser of 125% of the dollar limitation determined under IRC Sections 415(b) and (d) in effect under IRC Section 415(c)(1)(A) or 35% of the Participant's Compensation for such year.

If the employee was a Participant as of the end of the first day of the Limitation Year beginning after December 31, 1986, in one or more defined contribution plans maintained by the Employer which were in existence on May 6, 1986, the numerator of this fraction will be adjusted if the sum of this fraction and the defined benefit fraction would otherwise exceed 1.0 under the terms of this Plan. Under the adjustment, an amount equal to the product of (i) the excess of the sum of the fractions over 1.0 times (ii) the denominator of this fraction, will be permanently subtracted from the numerator of this fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last Limitation Year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the Plan made after May 5, 1986, but using the IRC Section 415 limitation applicable to the first Limitation Year beginning on or after January 1, 1987.

§ 5.4 Designation of Beneficiary

Each Participant may, pursuant to the forms provided by Provider, designate from time to time in writing one or more Beneficiaries, who will receive the Participant's vested Account balance in the event of the Participant's death. Designation of one or more Beneficiaries shall become effective upon receipt of the fully completed forms by Provider and shall supersede all prior designations made by the Participant. If the Participant dies without having made a Beneficiary designation, the Provider shall distribute such benefits in the following order of priority to the deceased Participant's: (a) spouse, (b) lineal descendants, (c) parents, or (d) estate.

Spousal rights to benefits, if any, are set forth in Section 1.12.

§5.5 Loans to Participants

If the Plan permits loans under Section 1.11, the following shall apply:

(a) No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (i) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (ii) one-half of the present value of the vested Account of the Participant if greater, the total Account up to $10,000. For the purpose of the above limitation, all loans from all plans of the Employer and any affiliated Employer are aggregated. Furthermore, any loan amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant.

(b) Loans must be made available to all Participants and Beneficiaries on a reasonably equivalent basis. Any loans made must bear a reasonable rate of interest, considering all relevant factors, specifically including current bank interest rates, and must be adequately secured, as determined by the Provider. No Participant loan shall exceed the lesser of (i) the present value of the Participant's vested Account, or (ii) the applicable amount described in Subsection (a). All costs and expenses in connection with obtaining the loans and perfecting the Plan's security interest therein, including but not limited to taxes, recording fees, filing fees and attorney's fees shall be prepaid by the Participant or Beneficiary or shall be deducted from the total proceeds of the loan.

(c) Any loan shall be allocated to the Accounts of the Participant to whom the loan is made and repayment of principal and interest on the loan shall be allocated to such Accounts in the proportion in which the funds were borrowed.

(d) The Provider may adopt a loan policy, provided that it shall not conflict with the Plan.

(e) In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs in the Plan.

(f) A Participant must obtain the consent of his or her spouse, if any, to use the Account as security for the loan. Spousal consent shall be obtained no earlier than the beginning of the 90-day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by the Provider or notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the Account is used for renegotiation, extension, renewal, or other revision of the loan.

Loan repayments will be suspended under this Plan as permitted under IRC Section 414(u)(4).

Article VI

VESTING

§ 6.1 Participant Account and Rollover Account 100 Percent Vested

The Participant's Account and the Rollover Account shall be 100% vested at all times.

§ 6.2 Employer Account Vesting on Death, Retirement, or Disability

If a Participant's employment is terminated for death, for Disability, or upon a Participant attaining Normal Retirement Age, 100% of his Employer Account shall vest in the Participant (or in his Beneficiary, as the case may be) and shall be distributed in accordance with the provisions of Article VII.

§ 6.3 Employer Account Vesting on Termination

Except as provided in Section 6.2, a Participant's Employer Account shall be vested in accordance with Section 1.13. Upon a One Year Break in Service, forfeited Employer Accounts shall be used to reduce future Employer Contributions.

Article VII

DISTRIBUTION OF BENEFITS

§ 7.1 Method of Distribution of Accounts

(a) The Participant may elect to receive distribution of his vested Account in one of the forms selected by the Employer in Section 1.15. If the Participant fails to make an election, and the Employer has not elected the Joint and Survivor Annuity Option in Section 1.15, the Participant's vested account shall be distributed in the form of a life annuity. Notwithstanding the preceding, if a Participant terminates service, the entire amount of such vested Account shall be either distributed to the Participant or rolled over by the Participant within the time specified in Section 7.2.

(b) If the Employer has elected the spousal consent option in Section 1.12, the Participant and the Participant's spouse (or where either the Participant or the spouse has died, the survivor) must consent to any distribution of such vested Account. The consent of the Participant and the Participant's spouse shall be obtained in writing within the 90-day period ending on the annuity starting date. The annuity starting date is the first day of the first period for which an amount is paid as an annuity or any other form.

Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Joint and Survivor Annuity. (Furthermore, if payment in the form of a Joint and Survivor Annuity is not required with respect to the Participant pursuant to Section 7.3 of the Plan, only the Participant need consent to the distribution of the vested Account.) Neither the consent of the Participant nor the Participant's spouse shall be required to the extent that a distribution is required to satisfy IRC Section 401(a)(9) or IRC Section 415. In addition, upon termination of this Plan if the Plan does not offer an annuity option (purchased from a commercial provider) and if neither the Employer nor any Affiliated Employer maintains another defined contribution plan (other than an employee stock ownership plan as defined in IRC Section 4975(e)(7)), the Participant's vested Account will, without the Participant's consent, be distributed to the Participant.

(c) If distributions are made in installments the amount of the installment to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and his designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Treasury Regulations Section 1.72-9, Table V and VI or, in the case of payments under a contract issued by an insurance company, by use of the life expectancy tables of the insurance company. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, but the life expectancy of a nonspouse Beneficiary may not be recalculated.

§ 7.2 Time of Distribution

(a) Subject to Section 7.3, Joint and Survivor Annuity or Pre-Retirement Survivor Annuity, the requirements of this Section 7.2 shall apply to any distribution of a Participant's vested Account and will take precedence over any inconsistent provisions of this Plan. All distributions required under this Section 7.2 shall be determined and made in accordance with the Proposed Regulations under IRC Section 401(a)(9), including the minimum distribution incidental benefit requirement of proposed Treasury Regulation Section 1.401(a)(9)-2. Unless required by the IRC, no distribution shall commence before the one-year anniversary of a Participant's Termination Date.

(b) The Participant's vested Account must be distributed or begin to be distributed no later than the Participant's required beginning date.

(c) If the Participant's vested Account is to be distributed in other than a single sum, the following minimum distribution rules shall apply on or after the required beginning date:

(i) Individual Account.

(1) If a Participant's benefit is to be distributed over (A) a period not extending beyond the life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary or (B) a period not extending beyond the life expectancy of the designated Beneficiary, the amount required to be distributed for each calendar year, beginning with distributions for the first distribution calendar year, must at least equal the quotient obtained by dividing the Participant's benefit by the applicable life expectancy.

(2) The amount to be distributed each year, beginning with distributions for the first distribution calendar year shall not be less than the quotient obtained by dividing the Participant's benefit by the lesser of (A) the applicable life expectancy or (B) if the Participant's spouse is not the designated Beneficiary, the applicable divisor determined from the table set forth in Q&A-4 of Section 1.401(a)(9)-2 of the Proposed Regulations. Distributions after the death of the Participant shall be distributed using the applicable life expectancy in Subparagraph (d)(i)(1) above as the relevant divisor without regard to Proposed Regulations Section 1.401(a)(9)-2.

(3) The minimum distribution required for the Participant's first distribution calendar year must be made on or before the Participant's required beginning date. The minimum distribution for other calendar years, including the minimum distribution for the distribution calendar year in which the employee's required beginning date occurs, must be made on or before December 31 of that distribution calendar year.

(ii) If the Participant's benefit distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of IRC Section 401(a)(9) and the Proposed Regulations thereunder.

(d) If the Participant dies after distributions to him have begun but before his entire vested Account has been distributed to him, the remaining portion of his vested Account shall be distributed from the Plan at least as rapidly as under the method of distribution previously established for him, if such method was irrevocable at the time of his death.

(e) If the Participant dies before distribution of his interest commences, then distributions of the Participant's remaining vested Account must be completed by the end of the fifth calendar year following the year of his death. However, installment distributions to a designated Beneficiary which begin not later than the end of the calendar year following the death of the Participant shall be treated as complying with this 5 year distribution requirement (even though the installment payments are not completed within 5 years of the Participant's death) if the distributions are made at a rate which is not longer than that calculated (in the manner described in Subparagraph (c)(i)(3) of this Section 7.2) to provide payment of all the Participant's vested Account during the anticipated life expectancy of the designated Beneficiary. Provided that if the designated Beneficiary is the surviving spouse of the deceased Participant, the distributions can begin as long after the Participant's death as the date on which the deceased Participant would have attained the age of 70-1/2. If the surviving spouse dies after the

Participant, but before payments to such spouse begin, the provisions of this Subsection (e) shall be applied as if the surviving spouse were the Participant.

If the Participant has not made an election pursuant to this Subsection (e) by the time of his or her death, the Participant's designated Beneficiary must elect the method of distribution no later than the earlier of (1) December 31 of the calendar year in which distributions would be required to begin under this Subsection, or (2) December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(f) For purposes of this Section 7.2, any amount paid to a minor child of a Participant will be treated as if it had been paid to the surviving spouse of the Participant if such remaining amount becomes payable to the surviving spouse when the child reaches the age of majority.

(g) For the purposes of this Section 7.2, distribution of a Participant's benefit is considered to begin on the Participant's required beginning date (or, if Subsection 7.2(f) above is applicable, the date distribution is required to begin to the surviving spouse pursuant to Subsection 7.2(f)). If distribution in the form of an annuity irrevocably commences to the Participant before the required beginning date, the date distribution is considered to begin is the date distribution actually commences.

(h) For purposes of this Section 7.2, the following words and terms shall have the meanings indicated:

(i) "Applicable life expectancy." The life expectancy (or joint and last survivor expectancy) calculated using the attained age of the Participant (or designated Beneficiary) as of the Participant's (or designated Beneficiary's) birthday in the applicable calendar year reduced by one for each calendar year which has elapsed since the date life expectancy was first calculated. If life expectancy is being recalculated, the applicable life expectancy shall be the life expectancy as so recalculated. The applicable calendar year shall be the first distribution calendar year, and if life expectancy is being recalculated such succeeding calendar year.

(ii) "Designated Beneficiary." The individual who is designated as the Beneficiary under the Plan in accordance with IRC Section 401(a)(9) and the proposed regulations thereunder.

(iii) "Distribution calendar year." A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Subsection 7.2(c) above.

(iv) "Life expectancy." Life expectancy and joint and last survivor expectancy are computed by use of the expected return multiples in Tables V and VI of Treasury Regulations Section 1.72-9, or, in the case of payments under a contract issued by an insurance company, by use of the life expectancy tables of the insurance company.

Unless otherwise elected by the Participant (or Participant's spouse, in the case of distributions described in Subsection 7.2(e)) by the time distributions are required to begin, life expectancies shall be recalculated annually. Such election shall be irrevocable as to the Participant (or spouse) and shall apply to all subsequent years. The life expectancy of a nonspouse Beneficiary may not be recalculated.

(v) "Participant's benefit."

(1) The vested Account as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions or forfeitures allocated to the vested Account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date.

(2) For purposes of Subparagraph (1) above, if any portion of the minimum distribution for the first distribution calendar year is made in the second distribution calendar year on or before the required beginning date, the amount of the minimum distribution made in the second distribution calendar year shall be treated as if it had been made in the immediately preceding distribution calendar year.

(vi) "Required beginning date." The required beginning date of a Participant is the first day of April of the calendar year following the calendar year in which the later of retirement or attainment of age 70-1/2 occurs.

§ 7.3 Joint and Survivor Annuity or Pre-Retirement Survivor Annuity

(a) The provisions of this Section 7.3 shall apply if the Employer has elected the Joint and Survivor Annuity option in Section 1.15.

(b) Unless an optional form of benefit is selected, a married Participant's vested Account will be paid in the form of a Joint and Survivor Annuity and an unmarried Participant's vested Account will be paid in the form of a life annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan. An unmarried Participant may select a Joint Survivor Annuity with a designated Beneficiary.

(c) Unless an optional form of benefit has been selected, if a Participant dies before the annuity starting date, then the Participant's vested Account shall be applied toward the purchase of an annuity for the life of the surviving Beneficiary. The surviving Beneficiary may elect to have such annuity distributed within a reasonable period after the Participant's death.

(d) For purposes of this Section 7.3, the following words and terms shall have the meanings indicated:

(i) "Spouse (surviving spouse)." The spouse or surviving spouse of the Participant, provided that a former spouse will be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in IRC Section 414(p).

(ii) "Annuity starting date." The first day of the first period for which an amount is paid as an annuity or any other form.

(iii) "Vested Account." The aggregate value of the Participant's vested Account whether before or upon death, including the proceeds of insurance contracts, if any, on the Participant's life.

(e) Notice Requirements.

(i) In the case of a Joint and Survivor Annuity, the Provider shall no less than 30 days and no more than 90 days prior to the annuity starting date provide each Participant a written explanation of: (1) the terms and conditions of a Joint and Survivor Annuity; (2) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity form of benefit; (3) the rights of a Participant's spouse; and (4) the right to make, and the effect of, a revocation of a previous election to waive the Joint and Survivor Annuity.

(ii) In the case of a Pre-Retirement Survivor Annuity as described in Subsection 7.3(c), the Provider shall provide each Participant within the applicable period for such Participant a written explanation of the Pre-Retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Paragraph (e)(i) applicable to a Joint and Survivor Annuity.

The applicable period for a Participant is a reasonable period ending after the individual becomes a Participant.

§ 7.4 Distribution After Death of Participant

In the event of the death of a Participant after distribution of the Participant's vested Account has begun, but prior to completion of such payments, the full amount of such unpaid vested Account shall continue to be paid in the form of the previously established installments except that the Beneficiary may request that the remaining Account be paid in a lump sum.

In the event of the death of the Participant prior to the start of any payment of his Account, distributions shall be made in the form and at the time or times selected by the Beneficiary pursuant to Sections 7.1 and 7.2.

§ 7.5 Distribution After Death of Beneficiary

In the event of the death of a Beneficiary (or a contingent Beneficiary, if applicable) prior to the completion of payment of benefits due the Beneficiary from the Plan, the full amount of such unpaid vested Account shall at once vest in and become the property of the estate of said Beneficiary.

§ 7.6 Rollover from Plan

The Participant may direct the Provider to transfer part or all of the Participant's vested Account to a retirement plan, as described in IRC Section 401(a) or Section 403(a) as to which the individual is a Participant at the time of such distribution.

§ 7.7 Inability to Locate Participant or Beneficiary

If the Participant or Beneficiary to whom the vested Account is to be distributed cannot be located, and reasonable efforts have been made to find him, including the sending of notification by certified or registered mail to his last known address, the Provider may take any of the following actions:

(a) Distribute the vested Account in question to an interest bearing savings account established in the name of the Participant or Beneficiary; or, if the vested Account is payable to a Participant (as reasonably determined by the Provider) the Provider ~~to~~ may distribute the funds to the Participant by placing them in a savings account in the

Participant's name or by purchasing U.S. Savings Bonds in the Participant's name and holding them for the Participant;

(b) The Participant's vested Accounts may be forfeited and used to reduce Employer Contributions; provided that; if the Participant is subsequently located, such Forfeiture shall be restored and the restoration shall be made first out of Forfeitures, if any, and then by additional Employer contributions.

§7.8 Qualified Domestic Relations Orders

Notwithstanding any other provisions of Article VII, any Account of a Participant may be apportioned between the Participant and the alternate payee (as defined in IRC Section 414(p)(8)) either through separate Accounts or by providing the alternate payee a percentage of the Account of the Participant. The Provider may direct distributions to an alternate payee pursuant to a qualified domestic relations order in accordance with IRC Section 414(p)(1) as modified by IRC Section 414(p)(11) prior to the date on which the Participant attains the earliest retirement age, provided that the Provider has properly notified the affected Participant and each alternate payee of the order and has determined that the order is a qualified domestic relations order as defined in IRC Section 414(p)(1), as modified by IRC Section 414(p)(11). The alternate payee shall be paid his separate Account or his percentage of the Account of the Participant, computed as of the end of the Limitation Year, or if the Plan is valued on a daily basis, as provided in the order, in a lump-sum payment notwithstanding the value of such lump-sum payment unless the domestic relations order specifies a different manner of payment permitted by the Plan; the alternate payee shall not be required to consent to such lump-sum payment. The Provider shall adopt reasonable procedures to determine the qualified status of domestic relations orders and to administer the distributions thereunder.

§ 7.9 Direct Rollover

Notwithstanding any other provision of the Plan, the Provider shall advise any distributee entitled to receive an eligible rollover distribution, at the same time as the notice required to be given pursuant to Article VII (or such other time as is permitted by law) of his right to elect a direct rollover to an eligible retirement plan, pursuant to the provisions of this Section. To elect a direct rollover the distributee must request in writing to the Provider that all or a specified portion of the eligible rollover distribution be transferred directly to one or more eligible retirement plans. If more than one direct rollover distribution will be made, the notice specified in the first sentence of this Section must state that the distributee's initial election to make or not to make a direct rollover will remain in effect unless he gives the Provider written instructions, on the forms provided by Provider, to change the election, in which case the new election will remain in effect until changed.

The distributee shall not be entitled to elect a direct rollover pursuant to this Section unless he has obtained a waiver of any applicable Joint and Survivor Annuity, as required pursuant to Section 7.3.

For purposes of this Section, the following definitions shall apply:

(a) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) A "distributee" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's (or former employee's) spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

(c) An "eligible retirement plan" is a retirement plan which meets the requirements of IRC Section 401(a), an annuity described in IRC Section 403(a), an individual retirement account described in IRC Section 408(a), or an individual retirement annuity (other than an endowment contract) described in IRC Section 408(b), the terms of which permit the acceptance of a direct rollover of the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or an individual retirement annuity. The Provider may establish reasonable procedures for ascertaining that the eligible retirement plan meets the preceding requirements.

(d) An "eligible rollover distribution" is any distribution from this Plan on or after January 1, 1993 of all or any portion of the balance to the credit of the distributee, except for distributions (or portions thereof) which are--

(i) Part of a series of substantially equal periodic payments (not less frequently than annually) made over the life of the employee (or the joint lives of the employee and the employee's designated beneficiary), the life expectancy of the employee (or the joint life and last survivor expectancy of the employee and the employee's designated beneficiary), or a specified period of ten years or more;

(ii) Required under IRC Section 401(a)(9) (relating to the minimum distribution requirements); or

(iii) The portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation in employer securities described in IRC Section 402(e)(4)).

§ 7.10 Withholding Orders

(a) Withholding Orders Upon Theft in Office

In accordance with Section 3305.09 of the Revised Code, any payment that is to be made to the Participant or his Beneficiary(ies) under this Plan shall be subject to any withholding order issued pursuant to Division (C)(2)(b) of Section 2921.41 of the Revised Code.

Upon notice pursuant to division (D) of Section 2921.41 that a Participant is charged with a violation of Section 2921.41 no payment shall be made to the Participant or his Beneficiary(ies) prior to whichever of the following is applicable:

(1) If the Participant is convicted of or pleads guilty to the charge and no motion for a withholding order for purposes of restitution has been filed, thirty (30) days after the date on which final disposition of the charge is made;

(2) If the Participant is convicted of or pleads guilty to the charge and a motion for a withholding order is made, the date on which the court decides the motion;

(3) If the charge is dismissed or the Participant is found not guilty of the charge or not guilty of the charge by reason of insanity, the date on which final disposition of the charge is made.

(b) Withholding Orders for Support

Any payment that is to be made to the Participant or his Beneficiary(ies) under this Plan shall, to the extent required by law, be subject to any withholding order for spousal or child support issued pursuant to Section 3113.21 of the Revised Code.

(c) Provider Responsibility

The Provider shall be solely responsible for compliance with any withholding orders issued under (a) or (b) above.

Article VIII

AMENDMENT AND TERMINATION

§ 8.1 Rights to Suspend or Terminate Plan

It is the present intention of the Employer to maintain this Plan throughout its existence. Nevertheless, the Employer reserves the right, at any time, to the extent permitted by the Revised Code, to discontinue or terminate the Plan, to terminate the Employer's liability to make further contributions to this Plan, and/or to suspend contributions for a fixed or indeterminate period of time. In any event, the liability of the Employer to make contributions to this Plan shall automatically terminate upon its legal dissolution or termination, upon its adjudication as a bankrupt, upon the making of a general assignment for the benefit of creditors, or upon its merger or consolidation with any other entity. If there is more than one Provider selected in Section 1.8, Employer's liability to make contributions as to any Provider shall terminate upon the Provider ceasing to be a designated provider under Section 3305.03 of the Revised Code.

§ 8.2 Successor Organizations

In the event of the termination of the liability of the Employer to make further contributions to this Plan, the Employer's liability may be assumed by any other organization which employs a substantial number of the Participants of this Plan. Such assumption of liability shall be expressed in an agreement between such other organization and the Employer under which such other organization assumes the liabilities of the Plan with respect to the Participants employed by it.

§ 8.3 Amendment

To provide for contingencies which may require the clarification, modification, or amendment of this Plan, the Employer reserves the right to amend this Plan at any time.

§ 8.4 100% Vesting on Termination of Plan

Upon termination or partial termination of the Plan by formal action of the Employer or for any other reason, or if Employer contributions to the Plan are permanently discontinued for any reason, there shall be vested 100% in each Participant directly affected by such action the amount allocated to the Accounts of each such Participant, and payment to such Participant shall be made in cash or in kind.

§ 8.5 Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of any assets or liabilities to, any other plan, each Participant in this Plan must be entitled to receive (if the surviving plan is then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had terminated).

Article IX

MISCELLANEOUS

§ 9.1 Laws of Ohio to Apply

This Plan shall be construed according to the laws of Ohio, to the extent Federal laws do not control.

§ 9.2 Credit for Qualified Military Service

Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

§ 9.3 Participant Cannot Transfer or Assign Benefits

Except as provided in Section 7.10, none of the benefits, payments, proceeds, claims, or rights of any Participant hereunder shall be subject to any claim of any creditor of the Participant, nor shall any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds which he may expect to receive, contingently or otherwise under this Plan.

Notwithstanding any restrictions on the time of distribution which would otherwise apply under this Plan, distributions with respect to a Qualified Domestic Relations Order may be made at any time required by the order.

§ 9.4 Reversion of Contributions Under Certain Circumstances

In the event that the Commissioner of Internal Revenue determines that the Plan is not initially qualified under the Code, any contribution made incident to that initial qualification must be returned to the Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

If a contribution is made by an Employer by a mistake of fact, the contribution may be returned to the Employer within one year after the payment of the contribution.

Notwithstanding the above, earnings attributable to amounts described in paragraphs two and three of this Section 9.4 shall not be returned to the Employer; losses attributable to such amounts shall reduce the amount returned.

§ 9.5 Filing Tax Returns and Reports

The Provider shall prepare, or cause to have prepared, all tax returns, reports, and related documents, except as otherwise specifically provided in this Plan.

§ 9.6 No Discrimination

Neither the Employer nor the Provider shall take any action that would result in benefiting one Participant or group of Participants at the expense of another, or discriminating between Participants similarly situated, or applying different rules to substantially similar sets of facts.

§ 9.7 Number and Gender

When appropriate the singular as used in this Plan shall include the plural and vice versa; and the masculine shall include the feminine.

§ 9.8 Records and Information

The Provider shall keep a complete record of all its proceedings and all data necessary for the determination of Account balances.

§ 9.9 Information to Participants

The Provider shall maintain separate Accounts for the Participants. It shall give each Participant, at least once every year, information as to the balance of his Employer Account and Participant Account, if applicable.

§ 9.10 Powers

The Employer shall have the power to determine all questions that may arise hereunder as to the eligibility of employees to participate in the Plan and as to the vesting of Participants.

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ALTERNATIVE RETIREMENT PROGRAM PROVIDER AGREEMENT

This Agreement, effective the ________ day of 19____, is made by and between [NAME OF PROVIDER], a [STATE] corporation authorized to conduct business in the State of Ohio (hereinafter referred to as "Provider"), and [COLLEGE OR UNIVERSITY NAME], [a political subdivision][an instrumentality] of the State of Ohio (hereinafter referred to as "Institution").

WITNESSETH:

WHEREAS, effective March 31, 1997, Am. Sub. H.B. 586, enacted by the 121st General Assembly, requires Ohio public universities and colleges to offer defined contribution plans as an alternative to participation in the State mandated defined benefit plans;

WHEREAS, Provider has been selected by the Ohio Department of Insurance as a provider of the alternative retirement plan listed on Exhibit "A," attached hereto and made a part hereof by this reference (hereinafter referred to as the "Plan");

WHEREAS, Institution has adopted the Plan for its eligible employees in accordance with the pertinent provisions of Ohio Rev. Code §3305, *et seq.;* and

WHEREAS, Institution and Provider desire to enter into this Agreement to delineate the services to be provided by Provider and the responsibilities of the parties hereunder.

NOW, THEREFORE, in consideration of the promises and the mutual agreements set forth below, Provider and Institution agree as follows:

I. SERVICES, RIGHTS, AND OBLIGATIONS

1.1 Provider Services and Expenses.

(i) Documentation. Institution has or will become an adopting employer of the Ohio Public Higher Education Institutions' Retirement Plan, a volume submitter plan, which will serve as the plan document. The Plan's Sponsor[, Name,] shall be

Agenda Item F.7.n.
Exhibit W

solely responsible for the initial and continued compliance of the volume submitter plan document with the relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and state law, now in effect or as amended from time to time (hereinafter collectively referred to as "Applicable Law"). Provider shall be responsible to ensure that all of its, and its agents' communications relative to the Plan and materials disseminated to academic or administrative employees, as defined in Ohio Rev. Code §3305.01(C), eligible or electing to participate in Provider's Plan (the "Participants") are in compliance with Applicable Law.

(ii) Payment of Advisory Letter and Determination Letter Request Expenses and Fees. Provider shall, upon receipt of an invoice from Institution, directly pay for or reimburse Institution for the following costs:

a) A pro rata share of the costs and expenses associated with the initial advisory letter issued by the Internal Revenue Service ("IRS") to the Plan as a volume submitter plan, in accordance with Rev. Proc. 98-6, 1998-1 IRB 183, and the filing fee. The pro rata share is to be determined by multiplying the legal fees and expenses directly attributable to issuance of an initial advisory letter by a fraction, the numerator of which is 1 and the denominator of which is the total number of participating employers adopting the volume submitter plan multiplied by the number of volume submitter plans adopted by all participating employers (the "Standard Fraction").

b) The costs and expenses (including the filing fee) associated with submitting the Plan to the IRS on Form 5307 for a determination as to its tax-qualified status under the Code.

c) A pro rata share of the annual maintenance fee associated with reviewing and updating the volume submitter plan document and any required submissions to the IRS multiplied by the Standard Fraction.

(iii) Plan Administrator. Provider shall serve as the Plan's Administrator. In carrying out its duties as the Plan's Administrator, it shall serve as and acknowledges that it is a Plan fiduciary.

(iv) Investment.

a) Participant Directed Accounts. Provider shall be responsible for selection of the funds to be offered under the Plan and to monitor the ongoing financial performance of the funds so selected, assessing financial risk in light of the return provided, change in fund management and change in investment philosophy.

b) Investments in Guaranteed Income or Annuity Contracts. If any Plan assets are invested in guaranteed annuity or income contracts, Provider shall be responsible to monitor the initial and ongoing financial condition of the issuer and shall publish a report of said condition and make copies available to the Participants.

c) Provider Directed Accounts. If the Provider has investment authority over Plan assets, Provider shall adopt policies, objectives and criteria for these investments that include asset allocation targets and ranges, risk factors, asset class benchmarks, time horizons, total return objectives and performance evaluation guidelines. The Provider shall publish its policies, objectives and criteria, in accordance with the standards established by the Association for Investment Management and Research, no less often than annually and shall make copies available to the Participants. Any statement of financial position hereunder, shall include the fair value, as of the statement date, of all investments made by Provider for each respective Plan.

Notwithstanding any other provision of this Agreement to the contrary, Provider shall only select funds and/or invest Plan assets in investments which are authorized under Applicable Law.

(v) Asset Custody. The Provider shall have custody of the Plan assets. The Provider shall cause any securities or other property to be registered in the Plan's name, its name or through its nominees, and hold any Plan assets in bearer form, but the books and records of the Provider shall at all times reflect that all such assets are Plan assets. If the Plan assets are invested in individual annuity contracts, the books and records of the Provider shall at all times reflect that all such annuity contracts are Plan assets.

(vi) Administration. Except as provided in Ohio Rev. Code § 3305.04, Provider shall be responsible for the day-to-day administration of the Plan. Provider shall be responsible to undertake, at least annually, such testing as may be required to establish and maintain the qualified status of the Plan under Applicable Law. Provider shall comply with any relevant limits on contributions and distributions required under the Plan or Applicable Law. Provider shall be responsible for the maintenance of accurate Participant accounts. Provider shall prepare and file all tax reporting forms regarding Participant's account with Provider, as required by the Applicable Law.

(vii) Reporting. Provider shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other actions under the Plan. Provider shall provide, timely, accurate and complete Participant account information to Participants, in accordance with the terms of the Plan and Applicable Law. Provider shall further be responsible to comply with any requirements imposed under the Plan or Applicable Law.

(viii) Education. Provider shall provide Participants with educational materials which will enable them to evaluate investment alternatives and to develop an understanding of basic investment principles. Provider shall closely supervise the activity of its representatives and agree to take all necessary steps to see that such individuals: (a) are competent to provide counsel on qualified plan issues with due regard to the technical rules and procedures that apply; (b) conduct business involving investments only on a Participant's personal time; and (c) limit appointments made to explain investment products available through the Plan to that subject and not to present other products. Other products may be discussed at subsequent appointments. Provider shall furnish Institution copies of any marketing or sales materials Provider intends to send to any Participants at least two weeks prior to distribution.

(ix) Distributions. Provider shall provide Plan Participants with all forms to effect distributions of their account balances. Provider shall comply with any requirements or restrictions imposed under the Plan or Applicable Law in making distributions under the Plan. Provider shall be responsible for filing all tax reporting forms required by Applicable Law.

1.2 Contributions. Institution shall transfer to Provider all contributions by Participants and Institution made to the Plan in accordance with Ohio Rev. Code. §§3305.06(A) and (B). Timely payment by Institution to Provider shall constitute full payment and relieve Institution and the State of Ohio and its instrumentalities and political subdivisions of any liability for benefits attributable to the payments made hereunder.

1.3 Payment of Benefits and Claims. Provider will be solely responsible and liable for the payment of account balances provided to a Plan's Participants pursuant to the relevant terms of the respective Plan and Applicable Law. Neither Institution nor the State of Ohio and its instrumentalities and political subdivisions will be considered liable to the Plan Participants for any benefits attributable to contributions paid by Institution to Provider hereunder. Provider shall be responsible for all reasonable expenses associated with the Plan, except as may be specifically assumed by Institution under this Agreement.

1.4 Eligibility. The eligibility requirements for the Plan shall be established in accordance with Ohio Rev. Code §3305 *et seq.* Institution shall inform Provider of the eligible academic or administrative employees electing to participate in the Plan. The

Institution's determination as to the eligibility of any academic or administrative employee to participate in the Plan shall be final.

1.5 Access to Records. All business records relating to the operation of the Plan, including but not limited to, all books of account, enrollment records and general administrative records, will be and remain the sole property of the Provider. In addition, all information systems pertaining to and developed by the Provider will also be and remain the property of Provider. Provider shall establish, maintain and carry out procedures for the keeping and preservation of each Plan's books and records, including providing for the manner and time of their preservation in accordance with all Applicable Laws. Provider will use reasonable efforts to protect the confidentiality of each Plan's records. In this connection, records and other privileged information regarding Participants will not be disclosed by Provider except (i) with the consent of the Participant, (ii) pursuant to a court order, (iii) if allowed by Applicable Law, as necessary for the efficient operation of the Plan or (iv) when required by Applicable Law.

1.6 Independent Contractors. None of the provisions of this Agreement are intended to create nor will they be deemed or construed to create any relationship between Provider and Institution other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees or agents will be construed to be the agent, employee, or representative of the other, except to the extent otherwise explicitly provided for herein.

1.7 Hold Harmless. In the event the Institution, its officers, directors, trustees, employees or agents (hereinafter collectively referred to as "Covered Parties") are made parties to any judicial, administrative or other proceeding arising in whole or in part out of any function performed by Provider under this Agreement, the form or operation of the Plan or for any benefits due under the Plan, Provider will defend, indemnify and hold the Covered Parties harmless for all judgments, awards, settlements and costs (including attorneys' fees) which they incur or pay in connection therewith; provided that no indemnification shall be made hereunder, to the extent that a court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees with respect thereto) was caused by the gross negligence, fraud or criminal conduct of Institution, its agents, employees, officers or directors. No settlement or compromise shall be made hereunder other than with approval of the Attorney General of the State of Ohio.

Institution consents and agrees to participate in the Internal Revenue Service's Employee Plans Compliance Resolution System ("EPCRS"), described in Rev. Proc.

98-22, as modified from time to time, or any other IRS voluntary corrective programs, to the extent appropriate and to the extent available to remedy and/or ameliorate any damages occurring under this Agreement.

1.8 Notice and Legal Defense. Institution agrees to provide Provider with notice of any claim or potential claim which may arise under Section 1.7 of which Institution has knowledge and believes may result in a claim for which Provider may be liable under this Agreement. The defense, including legal fees and costs, together with the amount of any judgment, of any legal action against Institution or Provider arising out of a claim for benefits under the Plan will be the sole responsibility of Provider, and will not be an obligation of the Covered Parties. Institution will, however, cooperate with Provider by furnishing such material or information as it has available in connection with the defense of any such action.

1.9 Standard and Character of Performance. Provider acknowledges that it is a fiduciary under the Plan and agrees that it shall discharge its duties hereunder solely in the interest of the Plan Participants and beneficiaries; for the exclusive purpose of providing benefits to Plan Participants and their beneficiaries and defraying reasonable costs of administering the Plan; with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments in or offered under the Plan so as to minimize the likelihood of large losses, unless under the circumstances it is clearly prudent to not do so.

1.10 Reliance on Communications. In all matters pertaining to the performance of services under this Agreement, Provider, when it acts in good faith, may rely upon any notice, resolution, instruction, direction, order, certificate, opinion, letter, telegram or other document believed by it to be genuine and authorized by Institution or its designee.

1.11 Liability Insurance. Provider agrees to maintain through the term of this Agreement an Errors and Omissions Liability Insurance Policy with coverage for itself and each of its agents in the amount of at least $1,000,000 each occurrence and in the aggregate. The Provider shall furnish a certificate of insurance to the Institution evidencing such coverage initially and thereafter upon request by the Institution and shall name the Institution as a certificate holder. Provider shall keep the certification current so long as this Agreement remains in force. Provider shall advise the Institution as soon as it is reasonably practical of any significant change in such coverage.

II. TERM AND TERMINATION OF AGREEMENT

2.1 Effective Date and Term. The effective date of this Agreement will be the date first written above and it will continue in effect thereafter, subject to the termination provisions set forth below.

2.2 Automatic Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement, as to any Plan and Provider, shall terminate automatically and immediately on the effective date of (i) recission of Provider's designation as an eligible provider, or (ii) a rescission of the Plan as an "alternative retirement plan," within the meaning of Ohio Rev. Code §3305 *et seq.*, by the Ohio Department of Insurance.

2.3 Duties on Termination. As of the effective date of termination of this Agreement, as to the Plan and Provider, the Agreement will be considered of no further force or effect, provided, however, that each party will remain liable for any obligations or liabilities arising from activities carried on by such party or its agents, servants, or employees during the period this Agreement will have been in effect. Provider shall continue to hold the respective Plan's assets in its custody and shall transfer them in accordance with instructions from Policyholder. Upon termination of this Agreement for any reason, Provider will (i) as soon as practicable, deliver to Institution or its designee, in usable form, an accounting and copies of all records in Provider's possession related to the Plan, and (ii) as soon as practicable deliver to Institution or its designee, copies of all data in its possession necessary to the Plan's operations. Provider's obligations under Sections 1.7 and 1.10 will survive the termination of this Agreement.

III. MISCELLANEOUS

3.1 Amendments. Except as provided herein, this Agreement or any part hereof may be amended at any time by written consent of both parties hereto, without notice to or consent of any Participant.

3.2 Waiver. No covenant, condition, duty, obligation or undertaking contained in or made a part of this Agreement will be waived except by the express written consent of the party giving such waiver granted in accordance with the provisions hereof, and forbearance or indulgence in any form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed or discharged by the party to which the same may apply.

3.3 Non-Solicitation. Provider agrees that except as otherwise agreed to, in writing, by Institution, it, its agents, employees and assigns will not during normal business hours solicit any academic or administrative employee, within the meaning of Ohio Rev. Code §3305.01(C), by e-mail, telephone, facsimile, voice mail, in person or by any other method. Any such solicitation will be conducted only at said employee's place of residence by any reasonable method selected by Provider. Provider also agrees to abide by Institution's rules regarding solicitation of employees.

3.4 Third Party Rights. This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish third party beneficiary status or rights in any Participant, subcontractor, or other third party to this Agreement, and no such third party will have any right to enforce any right or enjoy any benefit created or established under this Agreement.

3.5 Successors and Assigns. The provisions of this Agreement and obligations arising hereunder will extend to, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

3.6 Assignment. Neither Provider nor Institution may assign any of its rights and obligations under this Agreement without the prior written consent of Provider and the Institution.

3.7 Headings. The headings of the various sections of the Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the section so designated.

3.8 Notice. Any notice permitted or required to be given pursuant to the terms and provisions of this Agreement will be in writing and may either be personally delivered or sent by registered or certified mail by United States Postal Service, return receipt requested, postage prepaid, addressed to each party at the addresses which follow:

(i) Institution: ____________________
____
____

(ii) Provider: ____________________
____
____

CAMPUS GATEWAYS PROJECT

YSU 2000, A Vision for a Premier Metropolitan University, was adopted by the University in December 1994. In part, it provided a strategy focused on the expansion of the campus by constructing Beeghly Hall and the Cafaro Residential Honors Facility; and for the expansion of the "park-like", pedestrian oriented center core of the campus from Rayen on the south to the freeway service road on the north by closing Lincoln Avenue and Elm and Spring Streets. Cafaro House was completed two years ago and Beeghly Hall was completed this past summer. The University has now initiated the Campus Gateways Project to complement these outstanding additions. Funding for this multiphased project is provided from the State Capital Appropriations. The project will affect six major sections of the campus:

I. Beeghly Hall Area from Rayen to Lincoln Avenues. Modifications to this area will include a) the closing of Lincoln Avenue from the M-2 deck entrance to Elm Street, b) the landscaping of McKay Plaza, c) the construction of an access drive from Elm Street to the east side of Beeghly Hall and exiting on Rayen Avenue, d) the demolition of Lincoln Place and, subsequently, the landscaping of the area between Beeghly Hall and Fifth Avenue, including pedestrian walkways, and 3) construction of a parking lot on Rayen Avenue to accommodate the needs of Beeghly Hall and other departments in this area.

II. Stadium Complex and DeBartolo Hall Area from the Freeway Service Road to Veterans Plaza. Renovations to this area will include a) constructing a driveway along the east side of the stadium from the service road to the south side of

Stambaugh Stadium, b) the addition of a parking lot on the east side of the stadium, c) closing Spring Street from Veterans Plaza to Fifth Avenue and south towards the Bookstore and develop new pedestrian walkways, d) redesigning the entrance to the parking lot north of DeBartolo Hall and accommodate traffic to the Bookstore receiving area.

III. <u>New Pedestrian Walkway (previously Elm Street) from the Freeway Service Road to University Plaza</u>. Work in this area will include a) creating a pedestrian walkway and access drive on Elm Street from the service road to University Plaza and east to the Welcome Center, b) closing and landscaping the parking lot south of Fedor Hall, and c) closing the Elm Street entrance to the parking lot north of Fedor Hall and creating a new entrance to the lot from the service road, and d) connecting the pedestrian walkway to Veterans Plaza.

IV. <u>Campus Welcome Center Corridor from Wick Avenue to Dana Hall</u>. A new focal point on campus will be designed and constructed including a) developing a campus gateway on University Plaza between Wick Avenue and Bryson Street, b) constructing a Welcome Center on University Plaza south of Dana Hall, c) removal of the mailroom/print shop building and the development of a plaza and pedestrian walkway from University Plaza South between Tod Hall and the Butler Institute of American Art, d) realigning the parking lots north of University Plaza to accommodate visitor traffic to the Welcome Center and maintain Bryson Street access to Buechner Hall.

V. <u>Melnick Hall Area from the Freeway Service Road to the Center for Historic Preservation</u>. Modifications to this emerging area of campus will include a) relocating access driveways to Melnick Hall from Wick Avenue to the service road, and b) landscaping the east side of Wick Avenue from the service road to Spring Street to be harmonious with landscaping along the remainder of Wick Avenue.

VI. Marquees. To highlight the various entrances to campus, four marquees will be installed: at the northeast corner of Wood Street and Fifth Avenue, the southeast corner of the service road (Stambaugh Stadium) and Fifth Avenue, the northwest corner of Wick Avenue and Rayen Avenue and the southeast corner of Wick Avenue and the service road.

YSU Campus Gateways Project