

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

Tod Hall  
Wednesday, June 18, 2014

Pursuant to notice duly given, a regular meeting (the three hundred thirtieth) of the Board of Trustees of Youngstown State University convened at 3:00 p.m., on Wednesday, June 18, 2014, in the Board Room in Tod Hall.

All ten sitting trustees were present at the meeting, to-wit: Dr. Sudershan K. Garg, chairperson of the board, who presided, Mr. Harry Meshel, Mrs. Carole S. Weimer, Mr. Leonard D. Schiavone, Ms. Delores E. Crawford, Mr. David C. Deibel, Mr. James B. Greene, Mr. James E. Roberts, Dr. John R. Jakubek and Mr. Eric A. Shehadi.

Also present were: Dr. Ikram Khawaja, Interim President of the university; Dr. Teresa Riley, Interim Provost and Vice President for Academic Affairs; Mr. Neal McNally, Interim Vice President for Finance and Administration; Mr. John Fahey, Vice President for Student Affairs; Ms. Holly A. Jacobs, University General Counsel and Mr. Franklin S. Bennett, Jr., Secretary to the Board of Trustees. Also present were approximately 20 persons, including deans, members of the faculty, students, administrators, and members of the news media.

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 trustees, the student trustees, and to the president.

ITEM II – DISPOSITION OF MINUTES FOR MEETINGS HELD DECEMBER 18, 2013, FEBRUARY 17, 2014, FEBRUARY 26, 2014 AND MARCH 5, 2014.

Prior to the meeting, the secretary had provided draft copies of the minutes of the board's regular meeting held March 12, 2013 (#326), and special meetings held April 22, 2014 (#327), May 9, 2014 (#328) and May 12, 2014 (#329) to each trustee, the student trustee and the president. There being no additions, corrections, or revisions thereto, the minutes of the said meetings were approved as provided.

ITEM III – REPORT OF THE PRESIDENT OF THE UNIVERSITY.

Dr. Khawaja presented his final report to the board of trustees:

*When I joined YSU some 46 years back, I never expected my association with YSU would have such longevity. It is a testament to what YSU provided in job*

*satisfaction that a person like me with no prior bonds to the Valley remained here and remained here with pleasure. In those four decades, one not only saw a great transformation of the University, but witnessed several cycles of good and not so good times. At times, we were resource rich; and then there were periods of budgetary challenges. Somehow we survived and moved on. As we sit here today, we are again facing a period which requires transformative leadership as challenges facing us are not ephemeral. Structural budgetary challenges need structural operational response. For Fiscal Year 2015 budget, we have identified nearly \$4 million in permanent base cost reductions. Over the last two years, 62 budgeted positions representing faculty and staff have been removed from the budget. These difficult initial steps have been taken to put our budget on a sound footing – these steps have to be followed through with a sustained-march towards a goal of attaining a balance sheet that we all can be proud of.*

*In this quest, we must remind ourselves that while controlling expenses is a must - it alone will not provide us with growth – for growth we must invest in strategic areas. Just as we did a while back when we increased our support of College-in-High School, where today we are very well-positioned and have a potential for further growth. Similarly, our support of Distance Education (even in times of limited resources) is showing good initial returns. We need to identify other strategic areas where investment would give future growth possibilities. Unfortunately, in times of limited resources, the choices we must make to invest will generally come at the expense of choices we must make not to support. I also feel that regional collaboration would have to be part of our collective business plan – if anything is to be learned from what has taken place around us in every sector of business - it would not be very realistic to expect that higher education would somehow be immune to those pressures.*

*In conclusion, I want to thank this Board for giving me an opportunity to serve and providing the guidance and support. I would also like to thank the YSU family of co-workers who made working here such a rewarding and pleasurable experience and without whom not much could have been accomplished. Since his selection as President, I have had a chance to interact closely with Mr. Tressel on transitional issues. I feel very reassured that he will provide YSU with leadership that will bring vigor and unquestionable dedication at this crucial time and I wish him the greatest of success.*

Upon the conclusion of Dr. Khawaja's remarks, Dr. Garg thanked him for his many years of service and leadership to the university and Dr. Khawaja received standing applause from the board of trustees and all in attendance.

#### ITEM IV – REPORTS OF THE COMMITTEES OF THE BOARD.

The chairperson stated that he had been asked to remove from the consent agenda the resolution recommended by the Finance & Facilities Committee listed in the agenda as Items E.3.b. and E.3.c. There being no objection to adoption by consent of the remaining proposed

resolutions listed in the agenda, the chairperson stated that those recommended resolutions would be considered for adoption by consent. The board considered the following committee reports and recommendations:

1. Academic Quality and Student Success Committee

The chairperson noted that the Academic Quality and Student Success Committee was recommending three resolutions for adoption by the board. There being no objection thereto, the chairperson declared the following resolutions adopted by general consent:

Resolution to Modify  
Research, Grants and Sponsored Programs Policy, 1013.01

**YR 2014-60**

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 Research, Grants, and Sponsored Programs, policy number 1013.01 of the *University Guidebook*, shown as Exhibit A attached hereto. A copy of the policy indicating changes to be made is also attached.

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Resolution to Authorize  
Conferral of Faculty Emeritus Status

**YR 2014-61**

WHEREAS, the *Policies of the Board of Trustees* provide for the conferral of emeritus status upon faculty who retire from the University following at least ten years of meritorious service and are recommended by the President of the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize that those faculty members listed in the roster attached hereto are hereby granted the emeritus title designated thereon.

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Resolution to Approve  
Campus Completion Plan for Youngstown State University

**YR 2014-62**

WHEREAS, Youngstown State University is a state-funded university within the state of Ohio; and

WHEREAS, the FY 14-15 state operating budget bill (HB59) included language requiring state universities and community colleges to prepare strategic completion plans designed to increase the number of degrees and certificates awarded to students; and

WHEREAS, the plan must be consistent with the mission and strategic priorities of the institution, including measurable student completion goals, and align with the state's workforce development priorities; and

WHEREAS, completion plans are to be submitted to the Chancellor of the Ohio Board of Regents by June 30, 2014; and

WHEREAS, Youngstown State University has participated in meetings of the Inter-University Council of Ohio to develop a template for consistent reporting of all state-funded universities within the state of Ohio; and

WHEREAS, many of the goals for the Campus Completion Plan are consistent with the Student Success cornerstone of Youngstown State University's 2020 Strategic Plan; and

WHEREAS, Youngstown State University formed a committee to prepare its Campus Completion Plan, and, through the work of this committee, presents the Plan as attached herewith;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve Youngstown State University's Campus Completion Plan and forward it to the Chancellor of the Ohio Board of Regents.

2.     Institutional Engagement Committee.

The chairperson noted that the Institutional Engagement Committee was recommending two resolutions for adoption by the board. There being no objection thereto, the chairperson declared the following resolutions adopted by general consent:

Resolution to Accept Development Gifts

**YR 2014-63**

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 B 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 to the donors for their generosity in support of the University.

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Resolution to Name  
The Carl F. Chuey Herbarium

**YR 2014-64**

WHEREAS, Carl F. Chuey served Youngstown State University for 47 years as a professor of Evolution and Ecology in the Department of Biological Sciences and Curator of the Herbarium at Youngstown State University; and,

WHEREAS, Professor Chuey transformed the Herbarium from a teaching tool of 200 specimens in 1967 to a research collection of over 100,000 catalogued specimens today, making the Herbarium at Youngstown State University the fourth largest of 35 herbaria in the state of Ohio; and,

WHEREAS, Professor Chuey directed the collection of specimens from all over the world, including all 50 states and all seven continents, with the largest geographic focus in Ohio, Pennsylvania, and West Virginia; and,

WHEREAS, Professor Chuey taught thousands of students in his tenure at YSU and published numerous articles in scientific journals, communicating his research and sharing his passion for the Biological Sciences in the classroom, the field, and the world; and,

WHEREAS, Professor Chuey was a founding member of the Campus Beautification Working Group, a campus committee charged with developing and implementing policies and procedures to preserve and sustain our campus green spaces, especially our 2,000 trees, for the benefit of future generations; and,

WHEREAS, Professor Chuey received a Bachelor of Science in 1966 from Youngstown State University, a Master of Science in 1969 from Ohio University, completed course work for a Ph.D. at Ohio State University, and received an honorary Ed.D. in 1971 from Ohio Christian College; and,

WHEREAS, Professor Chuey provided a gift of \$100,000 to establish a program endowment to fund the Herbarium in perpetuity; and,

WHEREAS, the University and the Board of Trustees wish to provide appropriate recognition of Carl F. Chuey's extraordinary service as Professor and Curator, his commitment to YSU students and the campus community, and his philanthropy; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University name the Carl F. Chuey Herbarium in the College of Science, Technology, Engineering; and,

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Professor Chuey's son, Matthew C. Chuey.

3. Finance and Facilities Committee.

The chairperson noted that the Finance and Facilities Committee was recommending five resolutions for adoption by the board. The chairperson noted that the committee recommended the adoption by the board of trustees of two resolutions that have been removed from the consent agenda and will be voted upon separately by the trustees:

*Agenda Item E.3.b.:*

Resolution to Approve  
The Annual Operating Budget for FY 2015

**YR 2014-65**

WHEREAS, the proposed Fiscal Year 2015 Annual Budget has been reviewed by the Finance and Facilities Committee of the Board;

NOW, THEREFORE, BE IT RESOLVED, that the Annual Operating Budget for Youngstown State University's general and auxiliary funds for Fiscal Year 2015, shown on Exhibit D, and as presented to the Finance and Facilities Committee of the Board of Trustees, is hereby approved for the period of July 1, 2014 through June 30, 2015.

Following discussion on the committee’s recommendation, the chairperson requested the secretary to conduct a roll call vote on the adoption of the resolution, the results of which are as follows (YES being a vote in favor of adopting the recommended resolution):

Dr. Garg	YES	Mr. Meshel	NO
Mrs. Weimer	YES	Mr. Schiavone	YES
Ms. Crawford	YES	Mr. Deibel	YES
Mr. Greene	YES	Mr. Roberts	NO
Dr. Jakubek	YES		

A majority of the trustees having voted in favor of adopting the resolution, the chairperson declared the resolution adopted.

*Agenda Item E.3.c.:*

Resolution to Approve  
Miscellaneous Student Fees, Effective Fall Semester 2014

**YR 2014-66**

WHEREAS, Ohio law provides that each Board may establish special purpose fees, service charges, fines and penalties; and

WHEREAS, Ohio law provides that the University shall separately identify the Instructional Fee, the General Fee, the Tuition Charge, and the Tuition Surcharge; and

WHEREAS, Ohio law provides that fees charged for instruction shall not be considered to be a price for service but shall be considered to be an integral part of the state government financing program in support of higher education opportunity for students; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby declare the student charges, as included in Exhibit E, to become effective Fall Semester 2014 and to remain in effect until modified by the Board of Trustees.

Following discussion on the committee’s recommendation, the chairperson requested the secretary to conduct a roll call vote on the adoption of the resolution, the results of which are as follows (YES being a vote in favor of adopting the recommended resolution):

Dr. Garg	YES	Mr. Meshel	NO
Mrs. Weimer	YES	Mr. Schiavone	YES
Ms. Crawford	YES	Mr. Deibel	YES
Mr. Greene	YES	Mr. Roberts	YES
Dr. Jakubek	YES		

A majority of the trustees having voted in favor of adopting the resolution, the chairperson declared the resolution adopted.

There being no objection thereto, the chairperson declared the following three resolutions adopted by general consent:

Resolution to Modify  
Cash Collection Sites Policy, 3006.02

**YR 2014-67**

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 Cash Collection Sites, policy number 3006.02 of the *University Guidebook*, shown as Exhibit C attached hereto. A copy of the policy indicating changes to be made is also attached.

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Resolution to Approve  
Assessment of International Student Health Insurance Premium

**YR 2014-68**

WHEREAS, Youngstown State University is committed to expanding student enrollment levels and diversity, which includes the recruitment of international students from around the globe; and

WHEREAS, the University requires international students to purchase health insurance coverage through a third-party provider; and

WHEREAS, said requirement provides for the health and safety of students; and

WHEREAS, to ensure compliance among students, the health insurance premium shall be assessed through the student billing process, when applicable; and

WHEREAS, this premium shall function as a pass-through, allowing the University to pay the insurance carrier directly for student coverage; and



WHEREAS, premium amounts are set by the insurance carrier and may vary from year to year; and

WHEREAS, the premium is not a student fee, as the University does not earn income from monies collected for health insurance premiums.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the Office of Student Accounts and University Receivables to bill international students, when applicable, for health insurance coverage.

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Resolution to Approve  
Interfund Transfers

**YR 2014-69**

WHEREAS, Policy Number 3010.01, Budget Transfers, of the *University Guidebook*, requires Board of Trustees approval for interfund transfers of \$100,000 or more for operating purposes or for any purpose other than a specific capital improvement project and for capital improvements or construction projects of \$500,000 or more;

WHEREAS, certain accounting adjustments and transfers outside the operating budget are necessary;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve transfers outside the operating budget, as detailed in Exhibit F.

Mr. Schiavone reported that the Audit Subcommittee met on June 3, 2014. The subcommittee received reports from staff pertaining to progress toward the Strategic Plan accountability and sustainability cornerstone, the Packer Thomas firm, the university's internal auditors, regarding segregation of duties and grants. Mr. Schiavone said that the subcommittee voted to approve a one-year extension of the Packer Thomas contract for services as internal auditor to the university at a total fee for services of \$208,800.00.

Ms. Crawford reported that the Investment Subcommittee met on May 29, 2014, and received reports from the Hartland & Co., the university's investment advisors regarding the university's endowment and non-endowment investments. Ms. Crawford said that the subcommittee voted to approve the draft "Asset Allocation and Investment Guidelines" recommended by Hartland and authorized Hartland to work with administration in the implementation of the Guidelines.

4. University Affairs Committee.

The chairperson noted that the University Affairs Committee was recommending four resolutions for adoption by the board. There being no objection thereto, the chairperson declared the following four resolutions adopted by general consent:

Resolution to Approve  
Social Media Use on Official and Affiliated University Sites Policy, 4009.02

**YR 2014-70**

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 Social Media Use on Official and Affiliated University Sites, policy number 4009.02 of the *University Guidebook*, shown as Exhibit G attached hereto.

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Resolution to Modify  
Development of Guidebook Policies Policy, 0001.00

**YR 2014-71**

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 Development of Guidebook Policies, policy number 0001.00 of the *University Guidebook*, shown as Exhibit H attached hereto. A copy of the policy indicating changes to be made is also attached.

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Resolution to Authorize  
Conferral of Emeritus Status

**YR 2014-72**

WHEREAS, the Policies of the Board of Trustees provide for the conferral of emeritus status upon professional/administrative staff who retire from the University following at least ten years of meritorious service and are recommended by the President of the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize that those professional/administrative staff members listed in Exhibit I attached hereto are hereby granted the emeritus title designated thereon.

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Resolution to Ratify Appointments

**YR 2014-73**

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 March 12, 2014, meeting of the Board of Trustees; and

WHEREAS, such appointments are in accordance with the 2013-2014 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.

Dr. Jakubek reported that the Collective Bargaining and Negotiations Subcommittee met on April 4 and May 29, 2014, and received updates on the status of collective bargaining negotiations with the YSU-OEA and YSU-ACE employee bargaining units.

Ms. Deibel reported that the Intercollegiate Athletics Subcommittee also met on June 3, 2014, and received a report on the Fiscal Year 2012-2013 Financial Analysis of Benchmark Institutions.

5. Trusteeship Committee.

The chairperson noted that the Trusteeship Committee was recommending one resolution for adoption by the board. There being no objection thereto, the chairperson declared the following resolution adopted by general consent:

Resolution to Approve  
Board Secretary Personal Services Contract

**YR 2014-74**

WHEREAS, the Trusteeship Committee and Franklin S. Bennett, Jr. have met and reviewed the terms of Mr. Bennett's personal services contract as Secretary to the Board of Trustees of Youngstown State University; and

WHEREAS, the Trusteeship Committee and Mr. Bennett have agreed to the amendment of his personal services contract.

NOW, THEREFORE, BE IT RESOLVED, that Board of Trustees of Youngstown State University hereby approves the amended personal services contract for Mr. Bennett as Secretary to the Board of Trustees, effective July 1, 2014, attached as Exhibit K, and authorizes the Board's Chairperson to execute said agreement on behalf of the Board and the University.

ITEM V – COMMUNICATIONS AND MEMORIALS

There were no communications or memorials to come before the board.

ITEM VI – UNFINISHED BUSINESS

At the request of the chairperson, the secretary to the board read aloud the following resolution:

Resolution to Ratify and Approve  
Presidential Employment Agreement – James P. Tressel

**YR 2014-75**

WHEREAS, on May 12, 2014, the Board of Trustees of Youngstown State University by Resolution YR 2014-59 authorized its chairperson to execute a letter of understanding with Mr. James P. Tressel as the ninth President of Youngstown State University, which letter incorporated the key terms of Mr. Tressel's employment as President; and

WHEREAS, the Board's Chairperson and Mr. Tressel have executed a Presidential Employment Agreement fully setting forth the terms of Mr. Tressel's employment as President.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and approve the Presidential Employment Agreement executed by Mr. Tressel and the Board's Chairperson and shown as Exhibit M attached hereto.

#### ITEM VII – NEW BUSINESS

The board considered no new business.

#### ITEM VIII – ELECTION OF BOARD OFFICERS

The chairperson stated that in accordance with the board's Bylaws, at its regular meeting held March 12, 2014 the Trusteeship Committee reported its nominations for board officers for the year 2013-2014. The Trusteeship Committee's nominations are:

Chairperson	Mrs. Carole S. Weimer
Vice Chairperson	Mr. Leonard D. Schiavone
Secretary	Mr. Franklin S. Bennett, Jr.

There being no additional nominations for board chairperson, the trustees unanimously voted to elect Mrs. Carole S. Weimer as board chairperson for the year 2014-2015. There being no additional nominations, the trustees unanimously voted to elect Mr. Leonard D. Schiavone as board vice chairperson for the year 2014-2015. There being no additional nominations, the trustees unanimously voted to elect Mr. Franklin S. Bennett, Jr. as secretary to the board for the year 2014-2015.

#### ITEM IX – COMMITTEE APPOINTMENTS – 2014-2015

Mrs. Weimer thanked the trustees for their vote of confidence in electing her as board chairperson for the coming year. Mrs. Weimer thanked Dr. Garg for his leadership as chairperson for the last three years. Dr. Garg said that proposed board committee appointments for the 2014-2015 board year previously had been provided to the trustees. Following discussion, and upon motion made by Mr. Schiavone, seconded by Mr. Meshel, the trustees voted unanimously to approve the committee appointments as provided and attached to these minutes as Exhibit L.

#### ITEM X – CHAIRPERSON'S REMARKS

Dr. Garg provided remarks in his last meeting as chair. Dr. Garg stated that the last months have been difficult ones for YSU but that with the strong will power of the board as a group a successful outcome has been reached and the impasse that occurred on February 17, 2014, has been very successfully resolved. Dr. Garg said that during the last four years the university has undertaken three presidential search processes and thanked the board and the university

community for their patience and perseverance during these processes. Dr. Garg said that the financial challenges we have been facing since 2010 remain and that he is grateful to the students, faculty and staff for the sacrifices that all have made and will make for the long-term benefit of the university.

ITEM XI – TIME AND PLACE OF UPCOMING REGULAR MEETINGS

Upon motion duly made and seconded, 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 to be held in the Board Room in Tod Hall:

- 3:00 p.m., Wednesday, September 24, 2014
- 3:00 p.m., Wednesday, December 17, 2014
- 3:00 p.m., Wednesday, March 11, 2015

ITEM XII – ADJOURNMENT

There being no further business to before the board of trustees, and upon motion duly made and seconded, the meeting was duly adjourned by unanimous vote of the trustees at 3:35 p.m.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Trustees

**UNIVERSITY GUIDEBOOK**

**Title of Policy: Research, Grants, and Sponsored Programs**

Responsible Division/Office: School of Graduate Studies and Research

Approving Officer: Provost and Vice President for Academic Affairs

*Revision History:* July 1999; December 2009; June 2014

Resolution Number(s): YR 2000-3; YR 2010-26; YR 2014-

Board Committee: Academic and Student Affairs

**EFFECTIVE DATE:** June 18, 2014

Next Review: 2019

**Policy:** Believing that the quality of education and public service is grounded in scholarship, the University seeks to encourage and support research and scholarly and professional activity that strengthen its educational and service mission.

**Definitions:**

- “Sponsored Programs” are activities, including research, teaching, training or service programs, substantially funded by agencies external to the University, and which require program technical, administrative, and fiscal accountability.
- “Grants, Contracts, and Cooperative Agreements” are legal instruments governing the administration of sponsored programs.
- “Research” is legally defined as “a systematic investigation, including research development, testing, and evaluation designed to develop or contribute to generalizable knowledge” [45 CFR 46.102(d)]. It includes internally- and/or externally-sponsored research, or unfunded research, conducted by authorized faculty or staff.

**Parameters:**

- The University, as an entity of state government, is legally authorized to serve as fiscal agent for sponsored programs undertaken *with institutional approval* by faculty and staff, who may be designated as principal investigators (for research projects) or project directors (on other activities).
- University employees or students may not undertake sponsored programs involving University resources unless institutionally authorized to do so.
- The President and the Associate Provost/Dean of Graduate Studies and Research are specifically designated to serve as “Authorized Institutional Officials” with the right to approve sponsored program proposals and agreements.
- The Associate Provost/Dean of Graduate Studies and Research is the University official having primary authority to oversee the appropriate conduct of sponsored program activities, systems, and services.
- The University Research Council is charged with assisting the Associate Provost/Dean of Graduate Studies and Research in stimulating sponsored program activity. The Executive Director of the Public Service Institute has been assigned the responsibility for coordinating sponsored program activity undertaken by members of the Institute staff.
- All documents, reports, and/or other publications created under University auspices, notwithstanding the source of support, must appropriately acknowledge the University.

**Procedures:**

1. All sponsored programs are initiated by submission of a written proposal, including a properly completed YSU Proposal Submission Form (“Blue Sheet”), identifying the nature of the research or other activity, an estimate of the time needed to complete it, and a full costing of all resources needed to support the project.
  - Faculty proposals are forwarded by the Principal Investigator/Project Director to the department chair(s) and dean(s) of the academic unit(s) involved in the anticipated project; following their review and approval the proposal is submitted to the Director of Grants and Sponsored Programs for review and submission clearance prior to approval by



an Authorized Institutional Official (usually the Associate Provost/Dean of Graduate Studies and Research).

NUMBER

**1013.01**

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- Public Service Institute staff members' proposals are delivered to the appropriate supervisor and then forwarded to the Executive Director of the Public Service Institute for review and approval prior to submission to the Director of Grants and Sponsored Programs and final approval by an Authorized Institutional Official.
  - Proposals from other areas of the University must be forwarded to the appropriate supervisor and the Provost/Vice President for Academic Affairs or other appropriate Vice President prior to transmittal to the Director of Grants and Sponsored Programs and approval by an Authorized Institutional Official.
2. All sponsored program applications and award agreements must be reviewed by the Director of Grants and Sponsored Programs and approved by an Authorized Institutional Official (usually the Associate Provost/Dean of Graduate Studies and Research) before individuals can accept an award or begin any work.
  3. Information on research policies, grants and sponsored programs is available from the Office of Grants and Sponsored Programs (OGSP) in the following formats:
    - The Guide to Sponsored Programs Development – hard copy or electronic file
    - The OGSP webpage at [http://web.yzu.edu/gen/ysu/Grant\\_Proposal\\_Development\\_m946.html](http://web.yzu.edu/gen/ysu/Grant_Proposal_Development_m946.html)
    - Grant Development Workshops offered by OGSP each semester
    - Personal meetings with the Director or staff members of OGSP
  4. Other information on faculty research and related considerations is available in the *Agreement between Youngstown State University and Youngstown State University Chapter of the Ohio Education Association*.



**UNIVERSITY GUIDEBOOK**

<b>Title of Policy:</b>	<b>Cash Collection Sites</b>
Responsible Division/Office:	Student Accounts and University Receivables
Approving Officer:	Vice President for Finance and Administration
<i>Revision History:</i>	June 2009; June 2014
Resolution Number(s):	YR 2009-63; YR 2014-
Board Committee:	Finance and Facilities
<b>EFFECTIVE DATE:</b>	June 18, 2014
Next Review:	2019

**Policy:** The authority and responsibilities for the collection and deposit of all cash received on behalf of the University is assigned to the Vice President for Finance and Administration. This responsibility is discharged through the Director of Student Accounts and University Receivables in accordance with Ohio Revised Code, Section 9.38.

**Purpose:** This policy provides a framework for the consistent application of sound internal controls and best business practices for cash handling institution-wide. This policy requires that authorized cash collection sites with daily University receipts of \$1,000 or more remit these receipts to the Office of Student Accounts and University Receivables no later than one business day following their receipt. Daily University receipts of less than \$1,000 must be remitted within three business days. All receipts are required to be adequately safeguarded until remitted.

**Definitions:**

1. **Cash** – currency, checks, money orders, and debit/credit card transactions
2. **Cash Collection Site** – area authorized by the Director of Student Accounts and University Receivables to routinely accept or process cash
3. **Memorandum of Understanding** – documentation of cash collection site's authorization and agreed upon internal control procedures

**Parameters:**

1. The responsibility of handling university funds is conferred by the Director of Student Accounts and University Receivables to individual department or office heads through a signed memorandum of understanding outlining specific duties  
  
and internal controls which the area agrees to implement and maintain. The memorandum is generated by the Director of Student Accounts and University Receivables and signed by the Director and the cognizant department/office head and then filed with the Principal Administrative Officer and the Vice President for Finance and Administration.
2. The memorandum of understanding shall provide for the secure and timely transfer of all monies collected to the Office of Student Accounts and University Receivables in accordance with Ohio Revised Code, Section 9.38, as well as meeting an appropriate level of internal control as determined by the Director of Student Accounts and University Receivables.
3. It is the responsibility of the cognizant department/office head to contact the Director of Student Accounts and University Receivables to report any duties or controls which are not being met to discuss remedies and then revise or rescind the memorandum accordingly. This notification includes changes in signatories, inability to meet internal controls, need to collect cash, and any other significant changes that occurred since the last memorandum was signed.
4. The Director of Student Accounts and University Receivables will communicate with all department/office heads and review the need, appropriateness and accuracy for all memorandums of understanding on at least an annual basis. Areas found by the Director or the auditors to be out of compliance with the memorandums may be required to forfeit the responsibility and privilege of handling university funds.
5. The required level and combination of internal controls will be tailored to each authorized cash collection site and will be determined based on level of risk and resource or customer service constraints.
6. Effective internal controls may include, but are not limited to the following:
  - a. Centralized control over locations authorized to receive cash.
  - b. Formal authorization and assignment of responsibility.
  - c. Written documentation of procedures and controls.
  - d. The use of cash registers, mail logs or pre-numbered receipts and accountability.
  - e. Physical safeguarding through use of safes, locked drawers, etc.
  - f. Changing of combinations or locks after key personnel turnovers.
  - g. Access restrictions.
  - h. Control of keys.

- i. Control of all cash receipts by the cashier until deposit is made.
  - j. Timely deposits of funds collected.
  - k. Deposits transported in locked bags by YSU Police.
  
  - l. Restrictive endorsement placed on checks upon receipt.
  - m. Reconciling detail records to the general ledger or otherwise assessing reasonableness of general ledger income.
  - n. For petty cash funds, immediate documentation of all activity.
  - o. Replenishment of petty cash within 30 days of expenditure.
  - p. Frequent counting and balancing of funds, including idle funds.
  - q. Segregation of duties between cash handling and recordkeeping/reconciling, including reconciling adjustments processed to source documents.
  - r. Reconciling cash register tapes, mail logs or pre-numbered receipts to deposits.
7. New Authorizations:
- a. Requests for the establishment of new cash collection, change fund, petty cash fund, or billing sites for any university services and/or goods must be submitted in writing to the Director of Student Accounts and University Receivables, stating the purpose, the dollar value, the activity frequency and any other information deemed pertinent to the request.
  - b. Approval will be based on the appropriateness of the request, ability of the office to adhere to necessary internal controls, and whether collection by the Office of Student Accounts and University Receivables is feasible.
  - c. If the request is denied the department/office head may appeal to first the Executive Director of Financial Services, and then the Vice President for Finance and Administration.
8. On an annual basis, the Director of Student Accounts and University Receivables will:
- a. Issue a university-wide communication to ensure that all employees are reminded of this policy and the importance of proper safeguarding of cash.
  - b. Review authorized cash collection sites and related reports with upper administration.

- c. Conduct surprise counts on a select number of randomly chosen cash collection sites and/or of cash collection sites that have elevated risk as determined by the Director of Student Accounts & University Receivables.

# Youngstown

STATE UNIVERSITY

**FISCAL YEAR 2015**  
*Operating Budget*  
*General Fund & Auxiliaries*



**YOUNGSTOWN STATE UNIVERSITY**  
**Fiscal Year 2015 Operating Budget**  
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# YOUNGSTOWN STATE UNIVERSITY

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# YOUNGSTOWN STATE UNIVERSITY

## Fiscal Year 2015 Operating Budget

### *Budget Planning Process*

For the second straight year, the YSU Budget Development Council led the budget planning process, formulating recommendations for a balanced FY 2015 budget, and facilitating a robust effort to reduce budgeted expenses. Council membership includes Dr. Charles Howell, Dean of the Beeghly College of Education; Dr. Ray Shaffer, Professor and Chair of the Accounting & Finance Department; Debra LaRocco, Human Resources Benefits Manager; Ken Schindler, Chief Technology Officer; Marilyn Ward, Budget Officer for Academic Affairs; Elaine Jacobs, Associate Athletic Director; Gary Sexton, WYSU Director; Erin Driscoll, Student Activities Director; Ana Bobby, Interim Library Co-Director; and Gary Swegan, Associate Vice President for Enrollment Management. The Council is also staffed by David Edwards, Senior Budget Analyst, and Neal McNally, Interim Vice President for Finance & Administration.

The Council's recommendations are summarized as follows:

- Recommendation #1: Budgeted revenues should be based on a realistic and conservative estimate of student enrollments. Accordingly, the FY 2015 budget is based on a 3.0% decline in full-time equivalent students, which is well within the range projected by the Enrollment Management Office.
- Recommendation #2: Begin to address YSU's structural budget deficit by requiring that each division of the University take steps to permanently reduce expense budgets.
- Recommendation #3: Require that each area executive officer quarterly report to the Board of Trustees on the status of their budget reduction plans.
- Recommendation #4: Engage in a comprehensive review and cost-benefit analysis of all facets of the University, including administrative support units and academic programs. The goal of this exercise is to identify areas where the University has opportunities to become more efficient (i.e., reduce costs) and raise revenue through targeted academic programming and strategic investments.

## ***Budget Summary***

As depicted in the table below, the fiscal year 2015 operating budget of \$173.1 million is 2.3% less than the FY 2014 operating budget. The general fund budget is \$3.9 million or 2.5% less than last year's budget, while the auxiliary budgets fell by a combined 0.6%.

The University's shrinking budget is a result of a downward enrollment trend that began in autumn 2011, and which has had a negative effect on tuition income and state funding revenue. During this time, the University has struggled to maintain a balanced operating budget and had heretofore made only incremental reductions in budgeted expenses, resulting in a sizable structural operating deficit.

At the onset of the FY 2015 budget planning process, the structural operating deficit in the general fund budget was projected to be \$10.8 million. Through a combination of already-implemented budget reductions and other reductions that will be implemented during the course of FY 2015, University management has made notable strides to mitigate the operating deficit. However, much work still lies ahead.

	<b><u>FY 2015 Budget</u></b>	<b><u>Percent Change</u></b>	<b><u>Dollar Change</u></b>
<b>General Fund</b>	<b>\$149,800,000</b>	<b>-2.5%</b>	<b>(\$3,900,000)</b>
<b>Auxiliaries</b> (net of Gen. Fund support)	<b>23,321,856</b>	<b>-0.6%</b>	<b>(130,094)</b>
<b>Total Operating Budget</b>	<b><u>\$173,121,856</u></b>	<b><u>-2.3%</u></b>	<b><u>(\$4,030,094)</u></b>

### Revenue Assumptions:

1. A 3.0% decline in full-time equivalent (FTE) student enrollments relative to prior year actual enrollment levels.
2. An increase in undergraduate tuition of 2.38%, the maximum increase permitted by existing state budget legislation.
3. An increase in graduate tuition of 3.0%.
4. A reduction of nearly 2% or \$669,000 in State Share of Instruction operating appropriations, as projected by the Ohio Board of Regents.

### Expense Assumptions:

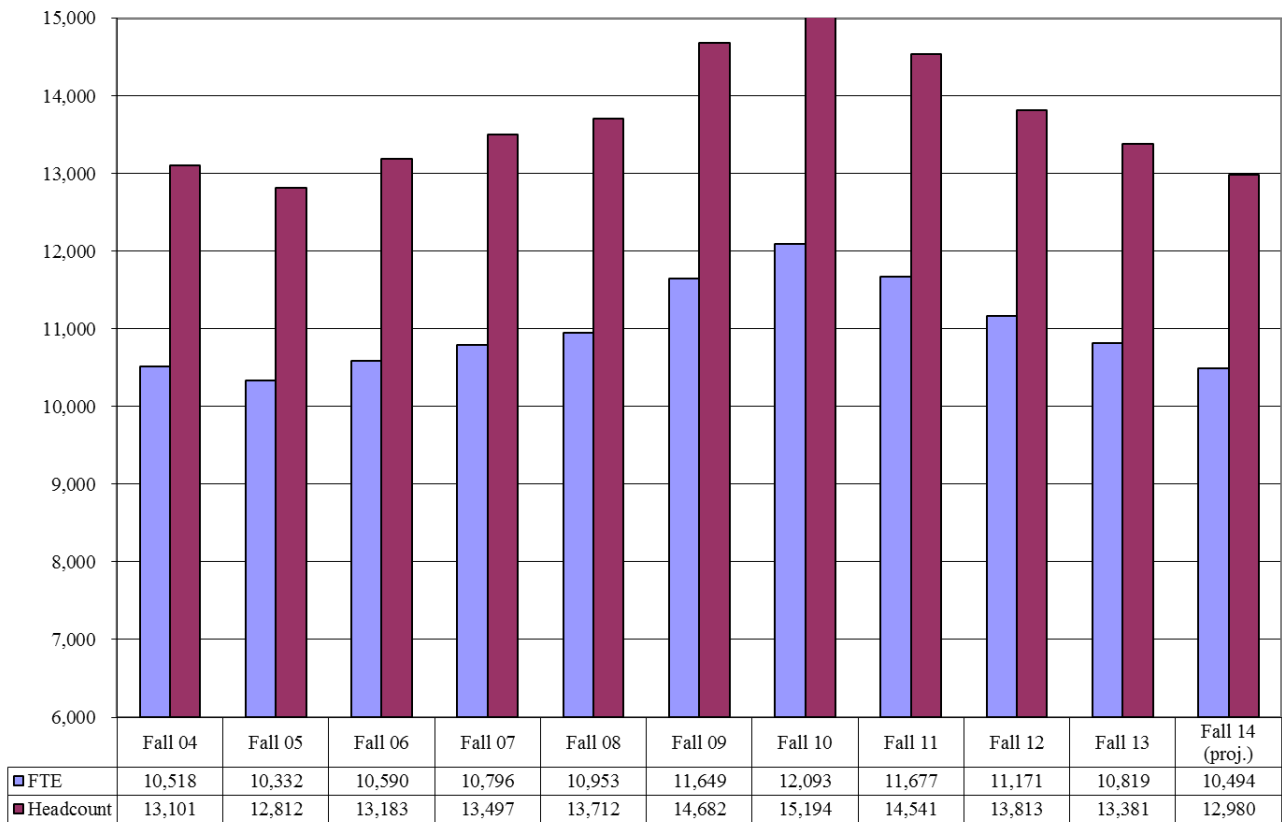
1. No change in salaries and wages, with the exception of a 2.0% increase for YSU Police Officers pursuant to the FOP collective bargaining agreement.
2. Permanent expense reductions of approximately \$3.8 million, which includes 43.5 faculty and staff FTE position vacancies that have been removed from the budget, and reductions in force affecting 15.0 FTE staff positions.
3. \$8.5 million in negative expenses, that is, expense reductions yet-to-be identified and/or which have been identified and will be implemented during FY 2015.
4. A \$1.3 million increase in utility costs resulting from anticipated spikes in energy prices, particularly electricity rates.

### *Student Enrollment Levels*

For the past three years, YSU’s full-time equivalent (FTE) enrollment levels decreased by an average of 3.6% per year. It is important to note, however, that even with this decline, fall 2013 enrollment remained approximately 1% above the 20-year average. This three-year downward trend is expected to continue for one more year, as shown in the chart below, before beginning to stabilize in fall 2015 and beyond.

With the higher admittance standards that were implemented in autumn 2013, the University has already begun to see improved student continuation and retention results. These results and their cumulative effect, combined with new enrollment initiatives that have already been initiated, will make for a more optimistic enrollment picture beyond 2014.

**Fall Semester Student Enrollment Trends**



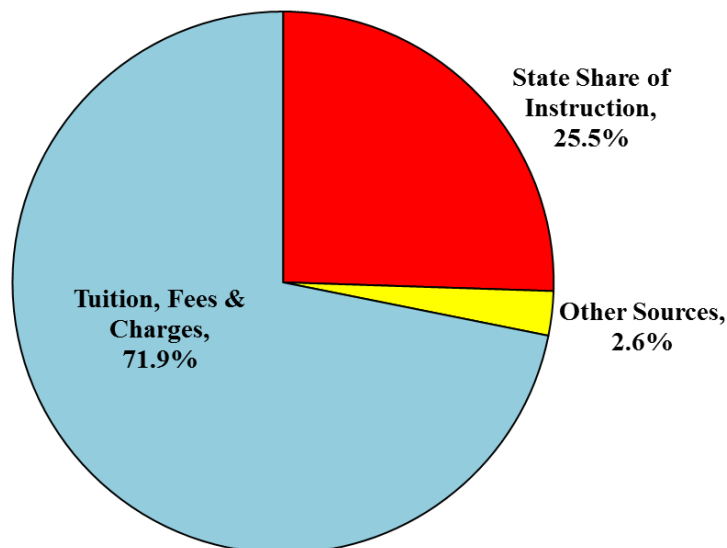
**General Fund Revenues**

FY 2015 budgeted general fund revenues total \$149.8 million or \$3.9 million less than the prior year’s budget. This reduction in revenue is largely the result of the enrollment decline that the University experienced in FY 2014 combined with an additional 3% decline in projected enrollments for FY 2015. These revenue reductions are partially offset by a 2.38% increase in undergraduate tuition, a 3% increase in graduate tuition, and increases in other miscellaneous fees.

The table and chart below provide summaries of general fund revenue; Appendix A provides greater detail.

<u>Source</u>	<u>FY 2015 Budget</u>	<u>Percent Change</u>	<u>Dollar Change</u>
<b><i>Tuition, Fees &amp; Other Student Charges</i></b>			
Instructional & Mandatory Fees	\$97,506,214	-3.7%	(\$3,793,906)
Other Tuition, Fees & Student Charges	10,116,567	1.5%	148,047
<b>Total Tuition, Fees &amp; Other Charges</b>	<b>\$107,622,781</b>	<b>-3.3%</b>	<b>(\$3,645,859)</b>
<b><i>State Appropriations</i></b>			
State Share of Instruction	\$38,220,094	-1.7%	(\$669,000)
<b>Total State Appropriations</b>	<b>\$38,220,094</b>	<b>-1.7%</b>	<b>(\$669,000)</b>
<b><i>Other Sources</i></b>	<b>\$3,957,125</b>	<b>11.7%</b>	<b>\$414,859</b>
<b>Total General Fund Revenue</b>	<b>\$149,800,000</b>	<b>-2.5%</b>	<b>(\$3,900,000)</b>

**FY 2015 General Fund Revenue by Source**



## *Tuition and Fees*

YSU's FY 2015 budgeted revenues are partially based on a 2.38% increase in mandatory tuition and fees for undergraduate students. This is the maximum increase permitted (for undergraduates) by House Bill 59, the state budget legislation for the FY 2014 - FY 2015 biennium.

Because state funding has been unstable and in decline in recent years, tuition revenue is essential if the University is to fulfill its commitments, ensure academic and programmatic quality, and continue to implement components of the YSU 2020 Strategic Plan.

As shown below, even with a 2.38% increase in tuition, YSU is projected to remain among the most affordable state universities in Ohio. The only two universities with tuition lower than YSU—Central State and Shawnee State—both receive special state supplemental funding that is purposed to keep these institutions' tuition rates comparatively low.

### **Projected FY 2015 Undergraduate Tuition\* Ohio Public Universities**

	<b>Sorted lowest to highest</b>	<b>Compared to YSU</b>
1 . Central State University <sup>†</sup>	\$6,246	(\$1,841)
2 . Shawnee State University <sup>†</sup>	\$7,364	(\$723)
3 . <b>Youngstown State University</b>	<b>\$8,087</b>	<b>\$0</b>
4 . Wright State University	\$8,730	\$643
5 . University of Toledo	\$9,242	\$1,155
6 . Statewide Average	\$9,708	\$1,620
7 . Cleveland State University	\$9,736	\$1,649
8 . Kent State University	\$10,004	\$1,917
9 . Ohio State University	\$10,225	\$2,138
10 . University of Akron	\$10,244	\$2,157
11 . Ohio University	\$10,634	\$2,547
12 . Bowling Green State University	\$10,778	\$2,691
13 . University of Cincinnati	\$10,972	\$2,885
14 . Miami University	\$13,936	\$5,849

\*FY 2015 tuition projections are based on actual FY 2014 rates and assume each institution will implement the maximum \$188 increase as permitted by H.B. 59; figures are subject to revision and the approval of each institution's board of trustees.

<sup>†</sup> Both Central and Shawnee state universities receive special supplemental funding in the amount of \$10.9 million and \$2.3 million, respectively, specifically purposed to keep tuition comparatively low in service to under-represented student populations.

Note: YSU figure excludes transportation fee.

### State Operating Appropriations

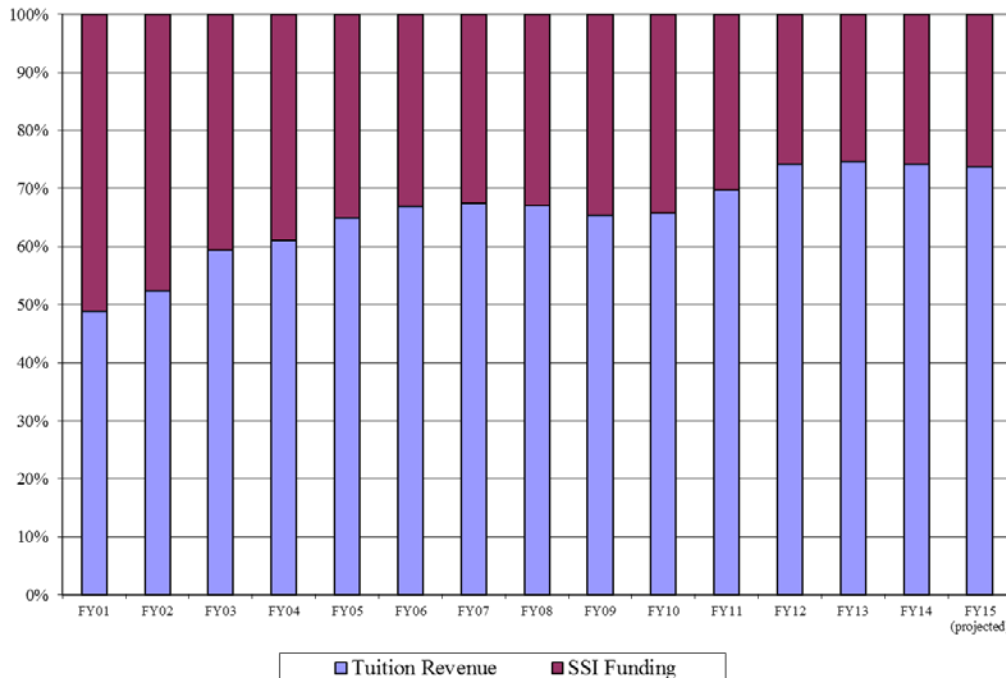
Based on the most recent estimate provided by the Ohio Board of Regents on May 23, 2014, State Share of Instruction (SSI) funding for YSU is expected to fall by 1.7%—a reduction of \$669,000 below the prior year’s budgeted level. The SSI formula itself was revised in House Bill 59 to allocate a greater share of funding to campuses on the basis of student success. Degrees awarded and course completions are now primary drivers of SSI funding. Datasets used in the formula are based on a three-year rolling average, and are weighted to take into account various at-risk student characteristics. The SSI formula continues to factor in discipline costs and enrollment levels. A breakdown of YSU’s SSI formula allocation is presented in the table below.

**YSU’s State Share of Instruction Allocation, FY 2015**

Course Completions	Degree Attainment	Doctoral Set-Aside	Access Campus Set-Aside	Total SSI
\$14,819,001	\$22,485,209	\$362,406	\$553,478	\$38,220,094
39%	59%	1%	1%	100%

As SSI funding has declined, the University has raised its reliance on tuition and fees as a principal source of revenue. The chart below illustrates this trend. In FY 2001, the relationship between tuition and SSI funding was 50%-50%. Today, however, SSI funding makes up one-quarter of University revenues, while tuition and fee income comprises nearly 75%.

**YSU Tuition & SSI History**

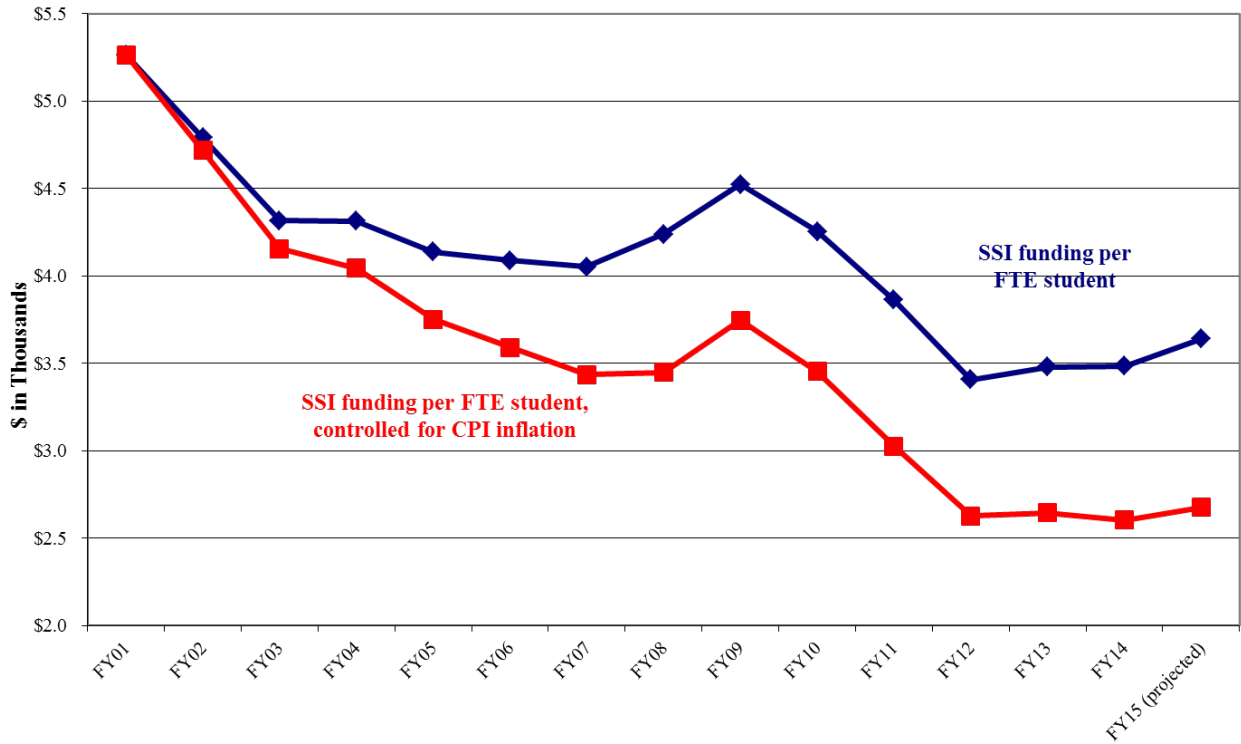




*State Operating Appropriations (continued)*

Even more telling is the decline in SSI funding when compared to the change in enrollment levels over the past several years. As illustrated in the chart below, the University's SSI funding per FTE student has declined by 31% since FY 2001. And when controlled for inflation, the decline in SSI funding is even more precipitous.

**YSU State Funding per FTE Student**



## *General Fund Expenses*

General fund expenses are summarized by expense category in the table below. Additional detail is provided in appendices B and C, and in the narrative that follows.

### **General Fund Expenses by Natural Classification**

	<b>FY 2015 Budget</b>	<b>Percent Change</b>	<b>Dollar Change</b>
<i>Personnel</i>			
Faculty	\$43,323,017	-3.0%	(\$1,335,900)
Staff	33,205,154	-6.3%	(2,237,990)
Students	3,416,898	-4.4%	(158,615)
Fringe Benefits	26,402,160	-1.4%	(373,720)
<b>Total Personnel</b>	<b>\$106,347,229</b>	<b>-3.7%</b>	<b>(\$4,106,225)</b>
Position Vacancy Savings*	\$0	-100.0%	\$7,495,253
<i>Operating Expenses</i>			
Supplies	\$1,770,782	-11.5%	(\$228,981)
Travel and Related Expenses	1,099,806	1.3%	13,866
Information & Communication	1,471,975	-12.5%	(210,805)
Maintenance/Repairs/Utilities	9,195,190	17.9%	1,392,931
Scholarships, Aid & Awards	5,482,668	8.5%	430,392
Equipment & Library Acquisitions	1,346,321	0.6%	8,000
Miscellaneous	5,294,529	0.3%	13,476
<b>Total Operating Expenses</b>	<b>\$25,661,271</b>	<b>5.9%</b>	<b>\$1,418,879</b>
<i>Other</i>			
Transfers (see Appendix B)	\$24,199,244	0.5%	\$126,944
Area Contingency Accounts	(6,407,744)	-364.0%	(8,834,851)
<b>Total Other</b>	<b>\$17,791,500</b>	<b>-32.9%</b>	<b>(\$8,707,907)</b>
<b>Total General Fund Expenses</b>	<b>\$149,800,000</b>	<b>-2.5%</b>	<b>(\$3,900,000)</b>

\*An estimated \$4.6 million in unbudgeted vacancy savings is available at 5/23/14.

## *General Fund Personnel Expenses*

Because the University continues to experience a decline in revenue, and because personnel expenses comprise over 70% of overall costs, serious efforts have been made to control and reduce personnel costs. This is evidenced by the \$4.1 million reduction in personnel expenses shown on the table above.

In addition to nineteen staff vacancies removed from last year's budget, the FY 2015 budget includes the removal of 43.50 FTE position vacancies as detailed on the following page.

**Position Vacancies Removed from the FY 2015 Budget**

<b><u>President's Division:</u></b>	<b><u>Department</u></b>	<b><u>FTE</u></b>
Executive Secretary	President's Office	1.00
Assistant Police Chief	YSU Police	1.00
Police Sergeant	YSU Police	<u>1.00</u>
		3.00
<b><u>Finance &amp; Administration:</u></b>		
HR Associate	Human Resources	1.00
Cash Management Officer	Budget / Treasury Operations	1.00
Administrative Assistant	Budget / Treasury Operations	1.00
Accountant	Controller's Office	1.00
Purchasing Coordinator	Procurement Services	1.00
Plumber	Facilities Maintenance	1.00
Painter	Facilities Maintenance	1.00
Locksmith	Facilities Maintenance	1.00
Carpenter	Facilities Maintenance	1.00
Maint Repair Worker	Facilities Maintenance	.50
Account Clerk	Facilities Maintenance	.75
Sheet Metal Worker	Facilities Maintenance	1.00
Maint Repair Worker	Facilities Maintenance	.50
Network Services Supervisor	Network Telecom.	1.00
Systems Analyst	Network Telecom.	1.00
Manager	Computer Services	1.00
Associate Director	Computer Services	1.00
Programmer Analyst	Computer Services	1.00
Instr. Technology Specialist	Media & Acad. Computing	1.00
Manager	Media & Acad. Computing	1.00
Network Administrator	Media & Acad. Computing	<u>1.00</u>
		19.75
<b><u>University Advancement:</u></b>		
Coordinator	Alumni & Events	1.00
Announcer Producer	WYSU	<u>.50</u>
		1.50
<b><u>Academic Affairs:</u></b>		
Administrative Assistant	Dean - CLASS	1.00
Manager	Biology	1.00
Director	SMARTS	1.00
Administrative Assistant	SMARTS	.50
Coordinator	Dean - Beeghly College of Ed.	.60
Academic Advisor	Dean - Bitonte College of HHS	.25
Secretary	Social Work	.50
Director	Health Professions	1.00
Secretary	Physical Therapy	.50
Coordinator	Urban & Regional Studies	.40
Library Media Tech Asst	Maag Library	1.00
Programmer Analyst	Institutional Research	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	1.00
Faculty Position	Academic Affairs	<u>1.00</u>
		17.75
<b><u>Student Affairs:</u></b>		
Coordinator	Testing Center	.50
Coordinator	Student Affairs	<u>1.00</u>
		1.50
	<b>Total</b>	<b><u>43.50</u></b>

### ***Fringe Benefits***

Fringe benefits are budgeted as a percentage of wages. To determine this percentage for the FY 2015 budget, the University's actual benefit cost experience was analyzed for the 12-month period ending March 31, 2014. This analysis reaffirmed that the changes made to the University's healthcare plan in FY 2011 and FY 2012 have helped slow the growth in overall benefit costs.

The table below shows a breakdown of fringe benefit costs. For FY 2015, the aggregate budgeted fringe benefit rate will be 33% of wages, an increase of one percentage point over the prior fiscal year. This budgeted increase is intended to provide a hedge against increases in actual costs next year.

#### **FY 2015 General Fund Fringe Benefit Budget**

	<b>Percent of Wages</b>	<b>Budgeted Fringes</b>	<b>Percent of Total</b>
Retirement	14.00%	\$11,088,907	42.00%
Medicare	1.00%	\$1,056,086	4.00%
Workers Comp.	0.16%	\$132,011	0.50%
Net Healthcare	11.00%	\$9,240,756	35.00%
Life Insurance	0.36%	\$132,011	0.50%
Unemployment	1.21%	\$264,022	1.00%
Parking	0.61%	\$528,043	2.00%
Tuition Remission	4.66%	\$3,960,324	15.00%
Total	<u>33.00%</u>	<u>\$26,402,160</u>	<u>100.00%</u>

### ***Reductions to General Fund Budgets***

As previously noted, the University has engaged in an aggressive exercise to reduce expenses in light of declining revenue. When the process began, a general fund revenue shortfall of \$10.8 million was projected. Consequently, the YSU Budget Development Council developed reduction or efficiency targets, proportionately based on each division's share of the FY 2014 general fund budget (net of institution-wide costs, such as utilities and scholarships). The table below depicts this methodology.

<b>Division</b>	<b>Proportionate</b>	<b>Efficiency</b>
	<b>Share of General Fund Budget</b>	<b>Target</b>
President	2.6% =>	\$280,612
Finance & Admin. / IT	9.3% =>	1,012,575
Advancement	3.8% =>	410,131
Academic Affairs	69.3% =>	7,500,812
Student Affairs	9.5% =>	1,031,604
Intercoll. Athletics	5.5% =>	595,305
<b>Total</b>	<b>100.0% =&gt;</b>	<b>\$10,831,039</b>

To date, significant progress has been made at meeting these targets. Nearly \$2.5 million in expense reductions have already been implemented and are included in the FY 2015 budget. And an additional \$1.3 million in reductions have been identified and will be implemented during the first quarter of FY 2015.

<b>Division</b>	<b>Target met (included in Budget)</b>	<b>Targets Identified for 1st quarter</b>	<b>Total Target Met</b>		<b>Target remaining, not yet identified</b>	<b>Budgeted targets</b>
President	\$289,900	\$0	\$289,900	103%	\$0	\$0
Finance & Admin. / IT	314,092	808,329	1,122,421	111%	0	(808,329)
Advancement	143,316	266,815	410,131	100%	0	(266,815)
Academic Affairs	910,800	79,726	990,526	13%	6,510,286	(6,590,012)
Student Affairs	639,772	179,438	819,210	79%	212,394	(391,832)
Intercoll. Athletics	150,000	0	150,000	25%	445,305	(445,305)
<b>Total</b>	<b>\$2,447,880</b>	<b>\$1,334,308</b>	<b>\$3,782,188</b>	<b>35%</b>	<b>\$7,167,985</b>	<b>(\$8,502,293)</b>

### ***Summary of Reduction Plans by Division***

#### **1. The President's Division exceeded its efficiency target with savings of \$289,900:**

- \$180,000 from the elimination of 2.0 FTE vacancies in the YSU Police Department.
- \$102,000 in savings resulting from reduced salary and benefit costs for the President.
- \$7,900 in operating budget reductions in Diversity & Multicultural Affairs.

**2. Finance & Administration also exceeded its efficiency target with savings of \$1,122,421:**

- \$314,092 in expense reductions are included in the FY 2015 budget:
  - \$164,092 from elimination of 2.0 FTE position vacancies
  - \$150,000 in deferred IT expenses.
- \$808,329 in additional expense reductions are planned for the first quarter of FY 2015:
  - \$97,264 in savings from the vacant VP Finance & Administration position (6 months of savings)
  - \$711,065 in reductions in force affecting 9.0 FTE staff positions.
- With its fiduciary charge, the Division of Finance & Administration will continue to work with all areas of the University to generate cost-savings and efficiencies where opportunities may exist.

**3. The Advancement Division met its entire target of \$410,131:**

- \$143,316 in non-personnel expense reductions already included in the FY 2015 budget:
  - \$31,802 from Marketing & Communications
  - \$37,382 from Alumni & Events
  - \$10,205 from Commencement
  - \$63,927 from WYSU Radio Station
- \$213,626 in reductions in force affecting 3.0 FTE staff positions.
- \$24,798 from the elimination of 0.5 FTE vacancy in WYSU.
- \$28,391 from partial savings from the VP Advancement vacancy.

**4. Academic Affairs achieved 13% of its target with \$990,526 in savings:**

- \$910,800 from the elimination of 9 full-time faculty position vacancies.
- \$79,726 through reduction in force affecting 1.0 FTE staff position.
- Because Academic Affairs has the largest share of the overall budget, it also has the largest reduction target. With over \$6.5 million in yet-to-be identified reductions, the Provost will collaborate with College Deans to develop a long-term approach to reduce costs and/or raise revenue. The Provost will report quarterly to the Board of Trustees' Finance & Facilities Committee on progress made toward these objectives.

While it is unlikely that the entire Academic Affairs target will be met during FY 2015, there will be significant savings from faculty vacancies. To date, approximately \$3 million exists from unfilled faculty positions. In response to declining enrollment and the current budget situation, Academic Affairs reduced the full-time faculty footprint from 434 FTE faculty in 2010-11 to a projected 414 FTE in 2014-15 based on a careful analysis of instructional needs. The approved positions for FY 2015 include two new positions in Criminal Justice and Social Work to address increased enrollment in these areas. The balance of the approved faculty positions are replacements.

**5. Student Affairs met 79% of its target, identifying savings and/or increased revenue totaling \$819,210:**

- \$19,684 from the elimination of a 0.5 FTE vacancy in the Testing Center.
- \$50,000 from Disability Services’ operating budget.
- \$46,000 reduction in temporary intermittent staffing in Financial Aid, Registration, and Admissions.
- \$9,000 from the Counseling Center’s operating budget.
- \$45,519 from Academic Achiever’s operating budget.
- \$10,000 from Student Health Clinic’s operating budget.
- \$58,878 from VP Student Affairs’ operating budget.
- \$370,691 in additional overhead income from the Bookstore, Housing, and Kilcawley Center.
- \$30,000 in additional income from a \$5 increase in application fees.
- \$70,554 in savings from a 1.0 FTE vacancy in Financial Aid.
- \$108,884 from reductions in force that will affect 2.0 FTE positions.
- With an unmet target of \$212,394, the Vice President for Student Affairs will quarterly report to the Board of Trustees’ Finance & Facilities Committee on progress made to achieve additional savings. It is expected that savings will become available through natural employee attrition within the Student Affairs division.

**6. Intercollegiate Athletics achieved 25% of its target reduction:**

- \$90,000 in increased external revenue, which includes a \$5,000 increase in beverage contract pouring rights; \$35,000 in basketball game guarantees; and \$50,000 in corporate sponsorship income.
- \$60,000 in reduced scholarship expenses for non-mandatory summer courses for student athletes.
- Combined, these two items reduce Athletics’ reliance on the University’s general fund budget by \$150,000. The unmet portion of Athletics’ target—\$445,305—will be budgeted as a negative expense in a non-divisional general fund account, and managed centrally.

**Recap of General Fund Expenses by Division**

Division	Expense		Net FY 2015 Budget	Percent of Total	Percent Change
	Gross FY 2015 Budget	Reductions to be Implemented or Identified			
Academic Affairs	\$84,705,460	(\$6,590,012)	\$78,115,448	52.1%	-9.6%
Finance & Administration	22,824,432	(808,329)	22,016,103	14.7%	-5.2%
Office of the President	5,230,535	0	5,230,535	3.5%	-4.1%
Student Affairs	14,417,093	(391,832)	14,025,261	9.4%	-1.5%
Technology	10,345,629	0	10,345,629	6.9%	-9.3%
Advancement	3,978,693	(266,815)	3,711,878	2.5%	-11.6%
Non-Divisional (see Appendix C)	16,800,451	(445,305)	16,355,146	10.9%	87.0%
<b>Total General Fund</b>	<b>\$158,302,293</b>	<b>(\$8,502,293)</b>	<b>\$149,800,000</b>	<b>100.0%</b>	<b>-2.5%</b>

**Auxiliaries**

Auxiliaries are units of the University that are ancillary yet essential and which generate revenue to support operating costs. The combined FY 2015 budgets for the University’s auxiliary units total approximately \$36.9 million, which includes \$13.6 million in general fund support and roughly \$23.3 million in earned income. (See Appendix D for auxiliary budget detail.)

The 3.6% increase in the Athletics budget is largely due to a \$392,000 or 6.8% increase in support from the University’s general fund budget. This increase is in part due to increased scholarship costs, as well as increases in other fixed costs, such as officiating fees and travel requirements. The \$14 million Athletics budget is emblematic of the long-standing institutional decision to maintain an NCAA-compliant Division I intercollegiate athletic program.

The increase in the Labor & Industry Steel Museum budget is attributable to an anticipated \$20,000 increase in the Ohio Historical Society’s state appropriation. And the elimination of the Telephone Services-Residence Hall budget reflects the reduced need for land-line phones in the residence halls, as virtually all students now own cellular phones.

**Auxiliary Budgets - FY 2015**

<b>Auxiliary</b>	<b>FY 2015 Budget</b>	<b>Percent Change</b>	<b>Dollar Change</b>
Intercollegiate Athletics	\$14,031,486	3.63%	\$491,117
Housing Services	10,281,510	2.23%	224,350
Bookstore	5,400,000	-1.82%	(100,000)
Parking Services	3,363,360	-8.12%	(297,044)
Kilcawley Center	2,180,775	0.00%	0
Labor & Industry Steel Museum	130,100	18.27%	20,100
Telephone Service-Residence Hall	0	-100.00%	(76,500)
Andrews Recreation and Wellness Center	1,490,683	1.68%	24,667
<b>Total Auxiliary Budgets</b>	<b>\$36,877,914</b>	<b>0.78%</b>	<b>\$286,690</b>
Less: Support from General Fund	(13,556,058)	3.17%	(416,784)
<b>Total Earned Income</b>	<b>\$23,321,856</b>	<b>-0.55%</b>	<b>(\$130,094)</b>



### *Miscellaneous Salary Rates*

The table below summarizes miscellaneous salary rates for part-time faculty, graduate assistants, research assistants, and other student employees.

#### **Miscellaneous Salary Rates Fiscal Year 2015**

<b>Employee Classification</b>	<b>Rate</b>
<b><i>Part-Time Faculty (per semester hour workload)</i></b>	
With Baccalaureate	\$ 650
With Masters or J.D.	\$ 800
With Doctorate	\$ 1,050
<b><i>Doctoral Fellowships (includes remittance of tuition and non-resident surcharge)</i></b>	\$10,000
<b><i>Ph.D. Assistantships Stipends (sciences and engineering)</i></b>	\$23,500-\$30,000
<b><i>Graduate Assistants (includes remittance of tuition and non-resident surcharge)</i></b>	
Stipend for students in STEM departments	\$10,000
Stipend for students in all other academic departments	\$ 7,500
<b><i>Graduate Teaching Assistants (includes remittance of tuition and non-resident surcharge)</i></b>	
Stipend for students in STEM departments	\$10,000
Stipend for students in all other academic departments	\$ 8,750
<b><i>Student Employee Hourly Wage Rates*</i></b>	
Research Assistants	\$9.50
Student Assistants	\$7.95
Student Exception Rates <i>(as approved by the Executive Director of Student Life)</i>	\$8.25 - \$14.00

\*Note: Student employee hourly wage rates are subject to revision, pending any applicable cost of living adjustments, as required by Ohio minimum wage law.

### *Rich Center for Autism*

Established in 1995, the Rich Center for Autism is dedicated to excellence in education and to improving the lives of individuals with autism and their families. Pursuant to the 2010 agreement between the Rich Center and YSU, the Rich Center's budget is included here for the approval of the YSU Board of Trustees. The Rich Center remains fully-funded by external funding sources and does not receive direct funding support from the University.

#### **Rich Center for Autism - FY 2015**

	<b>FY 2015 Budget</b>	<b>Percent Change</b>	<b>Dollar Change</b>
<b>Revenues</b>			
Noncredit Tuition	\$1,568,000	1.8%	\$28,000
Private Grants/Contracts Foundation	195,960	66.1%	77,992
Cash Gifts	184,030	77.8%	80,530
Pledge Income	66,600		66,600
Misc. Income	39,400	-67.5%	(81,856)
<b>Total Revenues</b>	<b>\$2,053,990</b>	<b>9.1%</b>	<b>\$171,266</b>
<b>Expenses</b>			
<i>Personnel</i>			
Full- and Part-time Staff	\$1,397,271	11.7%	\$145,900
Temporary Staff	34,117	0.0%	0
Fringe Benefits	477,152	11.6%	49,606
<b>Total Personnel</b>	<b>\$1,908,540</b>	<b>11.4%</b>	<b>\$195,506</b>
<i>Operating Expenses</i>			
Supplies	\$49,550	-6.3%	(\$3,350)
Travel and Related Expenses	2,500	-69.7%	(5,740)
Information & Communication	10,400	-59.0%	(14,950)
Facility Rental/Maintenance/Repairs	1,300	-74.5%	(3,800)
Fees & Services	66,200	0.0%	0
Miscellaneous	15,500	30.3%	3,600
<b>Total Operating Expenses</b>	<b>\$145,450</b>	<b>-14.3%</b>	<b>(\$24,240)</b>
<b>Total Rich Center Expenses</b>	<b>\$2,053,990</b>	<b>9.1%</b>	<b>\$171,266</b>

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# APPENDICES

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## YOUNGSTOWN STATE UNIVERSITY

## General Fund Revenue - FY 2015

	<b>FY 2015 BUDGET</b>	<b>CHANGE</b>	<b>PERCENT CHANGE</b>	<b>PERCENT of TOTAL</b>
<b>TUITION, FEES &amp; OTHER CHARGES</b>				
<b>MANDATORY FEES</b>				
Instructional Fee	\$78,898,332	(\$3,293,562)	-4.0%	52.67%
General Fee	15,811,964	(455,713)	-2.8%	10.56%
Technology Fee	2,795,918	(44,631)	-1.6%	1.87%
<b>Subtotal - Mandatory Fees</b>	<b>\$97,506,214</b>	<b>(\$3,793,906)</b>	<b>-3.7%</b>	<b>65.09%</b>
<b>OTHER TUITION &amp; FEES</b>				
Non-resident Tuition Surcharge	\$2,877,134	(\$7,433)	-0.3%	1.92%
Laboratory/Materials Fee	2,900,000	0	0.0%	1.94%
College/Program Fees	2,182,480	72,480	3.4%	1.46%
Non-credit Instructional Fees	266,653	0	0.0%	0.18%
Miscellaneous Fees	306,300	63,000	25.9%	0.20%
Application Fees	305,000	30,000	10.9%	0.20%
<b>Subtotal - Other Tuition &amp; Fees</b>	<b>\$8,837,567</b>	<b>\$158,047</b>	<b>1.8%</b>	<b>5.90%</b>
<b>STUDENT CHARGES</b>				
Fines & Penalty Assessments	\$615,000	\$0	0.0%	0.41%
Service Charges	664,000	(10,000)	-1.5%	0.44%
<b>Subtotal - Student Charges</b>	<b>\$1,279,000</b>	<b>(\$10,000)</b>	<b>-0.8%</b>	<b>0.85%</b>
<b>Total - Tuition, Fees &amp; Other Chrgs.</b>	<b>\$107,622,781</b>	<b>(\$3,645,859)</b>	<b>-3.3%</b>	<b>71.84%</b>
<b>STATE APPROPRIATIONS</b>				
State Share of Instruction	\$38,220,094	(\$669,000)	-1.7%	25.51%
<b>Subtotal - State Appropriations</b>	<b>\$38,220,094</b>	<b>(\$669,000)</b>	<b>-1.7%</b>	<b>25.51%</b>
<b>OTHER SOURCES</b>				
Investment Income for Operations	\$933,694	\$233,694	33.4%	0.62%
Administrative Charge - Bookstore	500,000	0	0.0%	0.33%
Administrative Charge - Other Auxiliaries	1,157,079	317,813	37.9%	0.77%
Alumni Relations	80,500	0	0.0%	0.05%
Sales & Services of Educational Activities	67,500	0	0.0%	0.05%
Private Gifts, Unrestricted	90,000	10,000	12.5%	0.06%
Facility Rental, Athletics and University	115,000	5,000	4.5%	0.08%
Indirect Cost Recoveries	480,000	(125,000)	-20.7%	0.32%
Revenue Sharing, NEOMED and other	190,000	(50,000)	-20.8%	0.13%
Other-Miscellaneous	343,352	23,352	7.3%	0.23%
<b>Subtotal - Other Sources</b>	<b>\$3,957,125</b>	<b>\$414,859</b>	<b>11.7%</b>	<b>2.64%</b>
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$149,800,000</b>	<b>(\$3,900,000)</b>	<b>-2.5%</b>	<b>100.00%</b>

## YOUNGSTOWN STATE UNIVERSITY

## General Fund Expenses by Natural Classification

	FY 2015			
	BUDGET	PERCENT OF TOTAL	CHANGE	PERCENT CHANGE
<b>PERSONNEL</b>				
<b>Full Service Faculty</b>				
Professor	\$12,897,513	8.6%	(\$270,686)	-2.1%
Associate Professor	9,334,694	6.2%	(359,473)	-3.7%
Assistant Professor	6,931,132	4.6%	82,032	1.2%
Instructor	1,547,531	1.0%	93,699	6.4%
Faculty Vacancies	2,726,543	1.8%	(881,472)	-24.4%
<b>Subtotal - Full Service Faculty Salaries</b>	<b>\$33,437,413</b>	<b>22.3%</b>	<b>(\$1,335,900)</b>	<b>-3.8%</b>
<b>Temporary Faculty</b>				
Summer School	\$3,193,000	2.1%	\$0	0.0%
Faculty Overload	72,000	0.0%	0	0.0%
Part-Time Faculty	4,583,787	3.1%	0	0.0%
Continuing Education Faculty	104,338	0.1%	0	0.0%
Extended Teaching Service	1,932,479	1.3%	0	0.0%
<b>Subtotal - Temporary Faculty Salaries</b>	<b>\$9,885,604</b>	<b>6.6%</b>	<b>\$0</b>	<b>0.0%</b>
<b>Total Faculty Salaries</b>	<b>\$43,323,017</b>	<b>28.9%</b>	<b>(\$1,335,900)</b>	<b>-3.0%</b>
<b>Permanent Staff</b>				
Professional/Administrative, Full-Time	\$15,925,251	10.6%	(\$908,980)	-5.4%
Professional/Administrative, Part-Time	408,573	0.3%	(49,903)	-10.9%
Classified, Full- and Part-Time	16,384,385	10.9%	(1,184,633)	-6.7%
<b>Subtotal - Permanent Staff Salaries</b>	<b>\$32,718,209</b>	<b>21.8%</b>	<b>(\$2,143,516)</b>	<b>-6.1%</b>
<b>Temporary Staff</b>				
Classified Temporary/Intermittent	\$258,388	0.2%	(\$73,600)	-22.2%
Classified Overtime	98,869	0.1%	(26,274)	-21.0%
Supplementary Salaries	105,008	0.1%	2,500	2.4%
Occasional Service Payment	24,680	0.0%	2,900	13.3%
<b>Subtotal - Temporary Staff Salaries</b>	<b>\$486,945</b>	<b>0.3%</b>	<b>(\$94,474)</b>	<b>-16.2%</b>
<b>Total Staff Salaries</b>	<b>\$33,205,154</b>	<b>22.2%</b>	<b>(\$2,237,990)</b>	<b>-6.3%</b>
<b>Students</b>				
Graduate Assistants	\$1,211,920	0.8%	\$0	0.0%
Graduate Assistant Interns	20,000	0.0%	(10,500)	-34.4%
Student Assistants	1,791,229	1.2%	(132,614)	-6.9%
Research Assistants	83,265	0.1%	0	0.0%
Task Based Stipends	310,484	0.2%	(15,501)	-4.8%
<b>Subtotal - Student Salaries</b>	<b>\$3,416,898</b>	<b>2.3%</b>	<b>(\$158,615)</b>	<b>-4.4%</b>
<b>Total - Faculty, Staff &amp; Student Salaries</b>	<b>\$79,945,069</b>	<b>53.4%</b>	<b>(\$3,732,505)</b>	<b>-4.5%</b>
<b>Fringe Benefits</b>	<b>\$26,402,160</b>	<b>17.6%</b>	<b>(\$373,720)</b>	<b>-1.4%</b>
<b>TOTAL SALARIES &amp; FRINGE BENEFITS</b>	<b>\$106,347,229</b>	<b>71.0%</b>	<b>(\$4,106,225)</b>	<b>-3.7%</b>

## YOUNGSTOWN STATE UNIVERSITY

## General Fund Expenses by Natural Classification (continued)

	FY 2015			
	BUDGET	PERCENT OF TOTAL	CHANGE	PERCENT CHANGE
<b>OPERATING EXPENSES</b>				
Supplies	\$1,770,782	1.2%	(\$228,981)	-11.5%
Travel & Related Expenses	1,099,806	0.7%	13,866	1.3%
Information & Communication	1,471,975	1.0%	(210,805)	-12.5%
Maintenance/Repairs/Utilities	9,195,190	6.1%	1,392,931	17.9%
Library Acquisitions	966,445	0.6%	0	0.0%
Equipment	379,876	0.3%	8,000	2.2%
<b>TOTAL OPERATING</b>	<b>\$14,884,074</b>	<b>9.9%</b>	<b>\$975,011</b>	<b>7.0%</b>
<b>MISCELLANEOUS</b>				
Student Scholarships, Aid & Awards	\$5,482,668	3.7%	\$430,392	8.5%
General Insurance	487,359	0.3%	0	0.0%
Professional Fees & Services	1,885,191	1.3%	(116,271)	-5.8%
Bad Debt/Collections/Bank Fees	1,196,084	0.8%	(34,855)	-2.8%
Rentals - Non-Facilities	337,533	0.2%	(22,026)	-6.1%
Other	1,388,362	0.9%	186,628	15.5%
<b>TOTAL MISCELLANEOUS</b>	<b>\$10,777,197</b>	<b>7.2%</b>	<b>\$443,868</b>	<b>4.3%</b>
<b>OTHER</b>				
<b>Transfers</b>				
Centers of Excellence	\$382,500	0.3%	(\$42,500)	-10.0%
Intercollegiate Athletics	10,843,986	7.2%	392,117	3.8%
Athletic Facilities Funds	75,000	0.1%	0	0.0%
Laboratory/Materials Fee	2,900,000	1.9%	0	0.0%
Beeghly College of Education Fee	129,200	0.1%	(15,200)	-10.5%
Bitonte HHS College Fee	489,250	0.3%	23,750	5.1%
Creative Arts & Comm. College Fee	317,750	0.2%	123,000	63.2%
STEM College Fee	741,000	0.5%	142,500	23.8%
CLASS College Fee	152,000	0.1%	0	0.0%
WCBA College Fee	351,000	0.2%	(103,550)	-22.8%
Kilcawley Center	1,273,389	0.9%	0	0.0%
Debt Services & Debt Service Reserve	1,414,000	0.9%	0	0.0%
Andrews Recreation/Wellness Center	1,438,683	1.0%	24,667	1.7%
Technology Initiatives	2,801,712	1.9%	(38,837)	-1.4%
Transfer in from Other Funds	(1,051,557)	-0.7%	(276,980)	35.8%
Capital Lease, Energy Conservation Project	1,179,666	0.8%	0	0.0%
Other	761,665	0.5%	(102,023)	-11.8%
<b>Subtotal - Transfers</b>	<b>\$24,199,244</b>	<b>16.2%</b>	<b>\$126,944</b>	<b>0.5%</b>
<b>Miscellaneous Other</b>				
Area Contingency Accounts	(\$6,407,744)	-4.3%	(\$8,834,851)	-364.0%
Position Vacancy Savings	0	0.0%	7,495,253	-100.0%
<b>Subtotal - Miscellaneous Other</b>	<b>(\$6,407,744)</b>	<b>-4.3%</b>	<b>(\$1,339,598)</b>	<b>26.4%</b>
<b>TOTAL OTHER</b>	<b>\$17,791,500</b>	<b>11.9%</b>	<b>(\$1,212,654)</b>	<b>-6.4%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$149,800,000</b>	<b>100.0%</b>	<b>(\$3,900,000)</b>	<b>-2.5%</b>



**YOUNGSTOWN STATE UNIVERSITY**  
**FY 2015 General Fund Expenses by Division**

<b>DIVISION</b>	<b>FY 2015 BUDGET</b>	<b>PERCENT OF TOTAL</b>	<b>ANNUAL CHANGE</b>	<b>PERCENT CHANGE</b>
<b>ACADEMIC AFFAIRS</b>				
Academic Support and Temporary Faculty	\$6,763,494	4.5%	(\$10,557,410)	-61.0%
Vacancy Reserve (Faculty Searches in Progress)	1,378,142	0.9%	(3,348,358)	-70.8%
College of Liberal Arts & Social Sciences	13,402,501	8.9%	382,590	2.9%
Williamson College of Business Administration	7,464,897	5.0%	645,464	9.5%
Beeghly College of Education	6,044,334	4.0%	1,042,097	20.8%
College of Science, Technology, Engineering & Math	17,817,236	11.9%	1,803,212	11.3%
College Creative Arts & Communications	8,324,433	5.6%	419,930	5.3%
Bitonte College of Health & Human Services	11,751,761	7.8%	1,207,776	11.5%
School of Graduate Studies & Research	1,886,150	1.3%	135,383	7.7%
Centers of Excellence (transfer)	382,500	0.3%	(42,500)	-10.0%
Laboratory/Materials Fee (transfer)	2,900,000	1.9%	0	0.0%
<b>Total - Academic Affairs</b>	<b>\$78,115,448</b>	<b>52.1%</b>	<b>(\$8,311,816)</b>	<b>-9.6%</b>
<b>FINANCE &amp; ADMINISTRATION</b>				
Facilities & Maintenance	\$8,072,973	5.4%	(\$338,036)	-4.0%
Financial Services & Budget	3,818,106	2.5%	(413,565)	-9.8%
Human Resources	1,452,014	1.0%	(39,660)	-2.7%
Other Administration	(431,706)	-0.3%	(963,452)	-181.2%
Subtotal - Administration	\$12,911,387	8.6%	(\$1,754,713)	-12.0%
Institution-Wide	9,104,716	6.1%	538,905	6.3%
<b>Total - Finance &amp; Administration</b>	<b>\$22,016,103</b>	<b>14.7%</b>	<b>(\$1,215,808)</b>	<b>-5.2%</b>
<b>OFFICE OF THE PRESIDENT</b>				
Office of the President	\$1,659,534	1.1%	(\$96,113)	-5.5%
Institution-Wide	3,571,001	2.4%	(128,489)	-3.5%
<b>Total - Office of the President</b>	<b>\$5,230,535</b>	<b>3.5%</b>	<b>(\$224,602)</b>	<b>-4.1%</b>
<b>STUDENT AFFAIRS</b>				
Enrollment Services	\$4,568,099	3.0%	(\$77,236)	-1.7%
Student Life	3,374,251	2.3%	(50,325)	-1.5%
Other Student Affairs	854,112	0.6%	(518,162)	-37.8%
Subtotal - Student Affairs	\$8,796,462	5.9%	(\$645,723)	-6.8%
Institution-Wide	5,228,799	3.5%	430,262	9.0%
<b>Total - Student Affairs</b>	<b>\$14,025,261</b>	<b>9.4%</b>	<b>(\$215,461)</b>	<b>-1.5%</b>
<b>TECHNOLOGY</b>				
Technology	\$7,543,917	5.0%	(\$1,016,797)	-11.9%
Technology Master Plan Transfer	2,801,712	1.9%	(38,837)	-1.4%
<b>Total - Technology</b>	<b>\$10,345,629</b>	<b>6.9%</b>	<b>(\$1,055,634)</b>	<b>-9.3%</b>
<b>ADVANCEMENT</b>				
Development / Advancement	\$1,517,992	1.0%	(\$371,294)	-19.7%
Marketing & Communications	2,193,886	1.5%	(115,388)	-5.0%
	<b>\$3,711,878</b>	<b>2.5%</b>	<b>(\$486,682)</b>	<b>-11.6%</b>
<b>NON-DIVISIONAL</b>				
Vacancy Savings	\$0	0.0%	\$7,495,253	-100.0%
Transfers & Athletics	16,355,146	10.9%	114,750	0.7%
<b>Total - Non-Divisional</b>	<b>\$16,355,146</b>	<b>10.9%</b>	<b>\$7,610,003</b>	<b>87.0%</b>
<b>Total General Fund</b>	<b>\$149,800,000</b>	<b>100.0%</b>	<b>(\$3,900,000)</b>	<b>-2.5%</b>

## YOUNGSTOWN STATE UNIVERSITY

Auxiliary Detail  
FY 2015

<u>INTERCOLLEGIATE ATHLETICS</u>			
	<u>FY 2015</u>	<u>PERCENT CHANGE</u>	<u>CHANGE</u>
<b>EARNED INCOME</b>			
Football Tickets	\$420,000	3.7%	\$15,000
Basketball Tickets	135,000	0.0%	0
Guarantees	755,000	-6.8%	(55,000)
Program Sales	7,500	15.4%	1,000
Campus Vending Concessions	85,000	-10.5%	(10,000)
Concession Commission	45,000	50.0%	15,000
Royalty Commission	40,000	14.3%	5,000
NCAA Revenue Sharing	675,000	12.5%	75,000
Program Ad. Sales/Recognition	170,000	3.0%	5,000
Radio/Television Income	55,000	10.0%	5,000
Pouring Rights & Miscellaneous	125,000	25.0%	25,000
Football Tailgate	65,000	8.3%	5,000
Scoreboard Advertising:			
Football	130,000	4.0%	5,000
Basketball	50,000	19.0%	8,000
Stadium Loge Rentals	430,000	0.0%	0
<b>Total Earned Income</b>	<b>\$3,187,500</b>	<b>3.2%</b>	<b>\$99,000</b>
<b>GENERAL FUND ALLOCATION</b>			
Scholarship Support	\$4,552,066	4.5%	\$194,406
Operating Support	6,291,920	3.2%	197,711
<b>Total General Fund Support</b>	<b>\$10,843,986</b>	<b>3.8%</b>	<b>\$392,117</b>
<b>TOTAL RESOURCES</b>	<b>\$14,031,486</b>	<b>3.6%</b>	<b>\$491,117</b>
<b>EXPENSES</b>			
Permanent Staff	\$3,809,818	-2.6%	(\$101,401)
Temporary Staff	447,722	39.0%	125,606
Fringe Benefits	1,433,921	3.4%	46,762
Debt Service (transfer)	152,660	-0.6%	(952)
Scholarships	4,552,066	4.5%	194,406
Operating	3,635,299	6.7%	226,696
<b>TOTAL EXPENSES</b>	<b>\$14,031,486</b>	<b>3.6%</b>	<b>\$491,117</b>

## YOUNGSTOWN STATE UNIVERSITY

## Auxiliary Detail

<b><u>MUSEUM OF LABOR &amp; INDUSTRY (STEEL MUSEUM)</u></b>			
	<b><u>FY 2015</u></b>	<b><u>PERCENT CHANGE</u></b>	<b><u>CHANGE</u></b>
<b>EARNED INCOME</b>			
State Appropriations	\$120,000	20.00%	\$20,000
Miscellaneous Sales and Service	600	-40.00%	(400)
Ticket Sales	8,000	6.67%	500
Facility Rental	1,500	0.00%	0
<b>TOTAL RESOURCES</b>	<b><u>\$130,100</u></b>	<b><u>18.27%</u></b>	<b><u>\$20,100</u></b>
<b>EXPENDITURES</b>			
Temporary Staff	\$29,000	7.41%	\$2,000
Fringe Benefits	14,200	1.79%	250
Administrative Charge	15,000		15,000
Operating	71,900	4.13%	2,850
<b>TOTAL EXPENDITURES</b>	<b><u>\$130,100</u></b>	<b><u>18.27%</u></b>	<b><u>\$20,100</u></b>

<b><u>HOUSING SERVICES</u></b>			
	<b><u>FY 2015</u></b>	<b><u>PERCENT CHANGE</u></b>	<b><u>CHANGE</u></b>
<b>EARNED INCOME</b>			
Room Rentals and Board	\$9,960,510	2.25%	\$219,350
Meal Plans	160,000	0.00%	0
Vending Machine Commissions	6,000	0.00%	0
Food Commissions	5,000		5,000
Rentals-Guests and Special Groups	150,000	0.00%	0
<b>Total Earned Income</b>	<b><u>\$10,281,510</u></b>	<b><u>2.23%</u></b>	<b><u>224,350</u></b>
<b>TOTAL REVENUE</b>	<b><u>\$10,281,510</u></b>	<b><u>2.23%</u></b>	<b><u>224,350</u></b>
<b>EXPENDITURES</b>			
Permanent Staff	\$566,057	-1.61%	(\$9,270)
Temporary Staff	364,100	2.41%	8,564
Fringe Benefits	276,156	2.65%	7,127
Debt Service	2,601,805	0.00%	(25)
Capital Improvements Transfer	400,000	0.00%	0
Administrative Charge	612,813	36.18%	162,813
Operating	5,460,579	1.02%	55,141
<b>TOTAL EXPENDITURES</b>	<b><u>\$10,281,510</u></b>	<b><u>2.23%</u></b>	<b><u>224,350</u></b>

## YOUNGSTOWN STATE UNIVERSITY

## Auxiliary Detail

<b><u>BOOKSTORE</u></b>			
	<b><u>FY 2015</u></b>	<b><u>PERCENT CHANGE</u></b>	<b><u>CHANGE</u></b>
<b>EARNED INCOME</b>			
Register Sales	\$5,400,000	-1.82%	(\$100,000)
<b>TOTAL RESOURCES</b>	<b><u>\$5,400,000</u></b>	<b><u>-1.82%</u></b>	<b><u>(\$100,000)</u></b>
<b>EXPENSES</b>			
Permanent Staff	\$505,815	0.12%	\$609
Temporary Staff	203,500	-2.16%	(4,500)
Fringe Benefits	211,623	2.22%	4,596
Administrative Charge	500,000	0.00%	0
Operating	3,979,062	-2.47%	(100,705)
<b>TOTAL EXPENSES</b>	<b><u>\$5,400,000</u></b>	<b><u>-1.82%</u></b>	<b><u>(\$100,000)</u></b>

<b><u>PARKING SERVICES</u></b>			
	<b><u>FY 2015</u></b>	<b><u>PERCENT CHANGE</u></b>	<b><u>CHANGE</u></b>
<b>EARNED INCOME</b>			
Faculty & Staff Permits	\$505,000	0.00%	\$0
Student Transportation Fee/Permits	2,642,060	-11.73%	(351,044)
Parking Fines	35,000	250.00%	25,000
Parking Fees-Special Events	100,000	0.00%	0
Daily Parking Fees	40,000	122.22%	22,000
Parking Meters	7,000	0.00%	0
Parking Permits-Contracted Service	25,000	25.00%	5,000
Control Card Replacement	300	0.00%	0
Weekly Permits	9,000	28.57%	2,000
<b>Total Earned Income</b>	<b><u>\$3,363,360</u></b>	<b><u>-8.12%</u></b>	<b><u>(\$297,044)</u></b>
<b>TOTAL RESOURCES</b>	<b><u>\$3,363,360</u></b>	<b><u>-8.12%</u></b>	<b><u>(\$297,044)</u></b>
<b>EXPENDITURES</b>			
Permanent Staff	\$477,955	0.00%	\$0
Temporary Staff	432,000	0.00%	0
Fringe Benefits	234,322	4.64%	10,385
Administrative Charge	150,000	0.00%	0
Debt Service	193,029	7.87%	14,088
Maintenance	222,000	0.00%	0
Shuttle Service	363,000	0.00%	0
Other Operating	751,200	0.00%	0
Reserve	539,854	-37.33%	(321,517)
<b>TOTAL EXPENDITURES</b>	<b><u>\$3,363,360</u></b>	<b><u>-8.12%</u></b>	<b><u>(\$297,044)</u></b>

## YOUNGSTOWN STATE UNIVERSITY

## Auxiliary Detail

<b><u>KILCAWLEY CENTER</u></b>			
	<b><u>FY 2015</u></b>	<b><u>PERCENT CHANGE</u></b>	<b><u>CHANGE</u></b>
<b>EARNED INCOME</b>			
Food Services Commissions	\$340,000	6.25%	\$20,000
Candy Counter	64,000	0.00%	0
Duplication Services	380,000	-5.00%	(20,000)
Graphic Center	55,000	0.00%	0
Recreation Room	6,000	0.00%	0
Room Rental	25,000	0.00%	0
Vending and Misc. Sales & Service	37,386	0.00%	0
<b>Total Earned Income</b>	<b>\$907,386</b>	<b>0.00%</b>	<b>\$0</b>
<b>OTHER RESOURCES</b>			
General Fund Allocation	\$1,273,389	0.00%	\$0
<b>TOTAL RESOURCES</b>	<b>\$2,180,775</b>	<b>0.00%</b>	<b>\$0</b>
<b>EXPENSES</b>			
Permanent Staff	\$524,451	-6.90%	(\$38,849)
Temporary Staff	225,527	0.00%	0
Fringe Benefits	205,996	-3.59%	(7,666)
Administrative Charge	276,000	119.05%	150,000
Operating	948,801	-9.83%	(103,485)
<b>TOTAL EXPENSES</b>	<b>\$2,180,775</b>	<b>0.00%</b>	<b>\$0</b>

<b><u>TELEPHONE SERVICE-RESIDENCE HALL</u></b>			
	<b><u>FY 2015</u></b>	<b><u>PERCENT CHANGE</u></b>	<b><u>CHANGE</u></b>
<b>EARNED INCOME</b>			
Local Service	\$0	-100.00%	(\$75,000)
Long Distance Service	0	0.00%	0
Air Time Lease	0	-100.00%	(1,500)
<b>TOTAL RESOURCES</b>	<b>\$0</b>	<b>-100.00%</b>	<b>(\$76,500)</b>
<b>EXPENDITURES</b>			
Temporary Staff	\$0	-100.00%	(20,000)
Fringe Benefits	0	-100.00%	(1,000)
Administrative Charge	0	-100.00%	(25,666)
Operating	0	-100.00%	(29,834)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>-100.00%</b>	<b>(\$76,500)</b>

Due to reduced demand, Housing & Residence Life discontinued use of room phone lines in June 2013.

**YOUNGSTOWN STATE UNIVERSITY**  
**Auxiliary Detail**

<b><u>ANDREWS RECREATION AND WELLNESS CENTER</u></b>			
	<b><u>FY 2015</u></b>	<b><u>PERCENT CHANGE</u></b>	<b><u>CHANGE</u></b>
<b>EARNED INCOME</b>			
Faculty & Staff Memberships	\$26,000	0.00%	\$0
Guest Passes	8,000	0.00%	0
Program Fees	18,000	0.00%	0
<b>Total Earned Income</b>	<b>\$52,000</b>	<b>0.00%</b>	<b>\$0</b>
<b>OTHER RESOURCES</b>			
General Fund Allocation	\$1,438,683	1.74%	\$24,667
<b>TOTAL RESOURCES</b>	<b>\$1,490,683</b>	<b>1.68%</b>	<b>\$24,667</b>
<b>EXPENSES</b>			
Permanent Staff	\$339,438	18.08%	\$51,979
Temporary Staff	421,100	0.00%	0
Fringe Benefits	178,582	22.35%	32,619
Administrative Charge	77,600	-11.42%	(10,000)
Operating	473,963	-9.53%	(49,931)
<b>TOTAL EXPENSES</b>	<b>\$1,490,683</b>	<b>1.68%</b>	<b>\$24,667</b>

**YOUNGSTOWN STATE UNIVERSITY**  
**Scholarship Summary - FY 2015**

	<u>Foundation</u>	<u>University</u>	<u>Total</u>
<b>RESTRICTED PROGRAMS:</b>			
Donor Restricted	\$1,572,575		\$1,572,575
Wolves Club Match		\$13,000	\$13,000
	<u>\$1,572,575</u>	<u>\$13,000</u>	<u>\$1,585,575</u>
<b>SPECIAL TALENT:</b>			
Dana School of Music	\$50,000		\$50,000
Beecher Art & Theater	36,000		36,000
	<u>\$86,000</u>	<u>\$0</u>	<u>\$86,000</u>
<b>SPECIAL PURPOSE:</b>			
Bahamian Scholarships	\$26,000		\$26,000
Minority Internships	40,000		40,000
Nunziato ROTC	57,000		57,000
ROTC Gold Bar	10,000		10,000
	<u>\$133,000</u>	<u>\$0</u>	<u>\$133,000</u>
<b>ATHLETIC:</b>			
Endowed Athletic Scholarships	\$145,200		\$145,200
Intercollegiate Athletic Scholarships		\$4,552,066	\$4,552,066
5th Year Grants		190,000	\$190,000
	<u>\$145,200</u>	<u>\$4,742,066</u>	<u>\$4,887,266</u>
<b>GRADUATE:</b>			
Graduate Scholarship & Grant-in-Aid	\$350,000	\$241,000	\$591,000
Graduate Stipend		10,000	10,000
	<u>\$350,000</u>	<u>\$251,000</u>	<u>\$601,000</u>
<b><u>Goal-Based Programs</u></b>			
<b>NEED-BASED:</b>			
Martin Luther King Awards	\$150,000	\$140,000	\$290,000
PHEAA Match	200,000	175,000	375,000
Housing Grants		250,000	250,000
Youngstown Early College		200,000	200,000
	<u>\$350,000</u>	<u>\$765,000</u>	<u>\$1,115,000</u>
<b>SCHOLARSHIPS FOR EXCELLENCE</b>			
<b>For Academic Excellence:</b>			
University Scholars	\$2,866,650		\$2,866,650
Trustees	935,000		935,000
President's	595,401	176,599	772,000
Dean's		570,000	570,000
Red & White		1,800,000	1,800,000
First Opportunity		220,000	220,000
Unallocated	50,000		
	<u>\$4,447,051</u>	<u>\$2,766,599</u>	<u>\$7,163,650</u>
<b>For Retention Efforts:</b>			
Academic Achievement		\$350,000	\$350,000
Merit Retention	\$60,000		60,000
	<u>\$60,000</u>	<u>\$350,000</u>	<u>\$410,000</u>
<b>For Transfer and Nonresident Students:</b>			
Transfer Scholarships		\$450,000	\$450,000
Provost's Scholarship		85,000	85,000
	<u>\$0</u>	<u>\$535,000</u>	<u>\$535,000</u>
<b>Other Miscellaneous Scholarships</b>	\$0	\$318,200	\$318,200
<b>GRAND TOTAL</b>	<u><u>\$7,143,826</u></u>	<u><u>\$9,740,865</u></u>	<u><u>\$16,834,691</u></u>

	<b>FY 2015 Proposed</b>	<b>Change</b>
Early Childhood Masters Program Fee	\$30.00 per credit hour	New
Lab Proctoring Fee (TLM Level 14)	\$30.00 per applicable course	New
Studio Art Program Fee	\$29.00 per applicable course	New
Master of Public Health	\$554.00 per credit hour	\$11.00
Nurse Anesthetist Program Fee	\$2,724.86 per semester	\$82.00
Undergraduate Application Fee	\$45.00 one-time fee	\$5.00

} Set by consortia  
or partnership  
agreement.





**YOUNGSTOWN STATE UNIVERSITY**  
**Interfund Transfers Requiring Board Approval**  
**Transfers Outside of the Operating Budget**  
**Requested Transfers for Fourth Quarter 2014**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>	<b>REASON</b>
Parking Operating (Auxiliary)	M1 and M2 Summer 2014 Renovations (Unrestricted Plant Fund)	\$489,975 to \$508,175	Transfer for the renovations of the M1 and M2 parking decks. Actual transfer amount will depend on whether alternate bid is selected. (Board approval is requested since total project cost may exceed \$500,000.)
Parking Plant Reserve (Unrestricted Plant Fund)	M1 and M2 Summer 2014 Renovations (Unrestricted Plant Fund)	Up to \$40,000	Transfer for potential contingency funding for the renovations of the M1 and M2 parking decks.

Exhibit F

**NEW POLICY**  
**UNIVERSITY GUIDEBOOK**

<b>Title of Policy:</b>	<b>Social Media Use on Official and Affiliated University Sites</b>
Responsible Division:	Office of Marketing Communications
Approving Officer:	Vice President of University Advancement
<i>Revision History:</i>	
Resolution Number(s):	YR 2014-
Board Committee:	University Affairs
<b>EFFECTIVE DATE:</b>	June 18, 2014
Next review:	2019

**Policy:** The University recognizes the importance of social media as an evolving technology to communicate relevant information and enhance the University’s reputation and profile.

**Purpose**

The purpose of this policy is to provide guidance for current and future use of official and affiliated University social media sites.

**Definitions**

Social Media: internet based applications, web-sites, platforms, blogs, wikis, networks, and mobile-based technologies that enable users to create and share information.

Official University Social Media Site: any social media sponsored, controlled, or managed by a University college, school, department, program, office, or unit.

Affiliated Social Media Site: Any social media created as part of an individual’s work or University responsibilities or by a University sponsored organization as part of its activities.

Post: publication of content in any form on social media.

**Scope**

This policy applies to individuals including University faculty, staff, volunteers, and students, including student employees, who create or contribute to official or affiliated University social media sites.

**Parameters**

1. The University's Office of Marketing and Communications shall establish and when appropriate revise guidelines and/or best practices for University sponsored and affiliated social media sites. (See [http://web.yasu.edu/contentm/easy\\_pages/easy\\_page\\_view.php?sid=25&page\\_id=1033](http://web.yasu.edu/contentm/easy_pages/easy_page_view.php?sid=25&page_id=1033)).
2. University sponsored and affiliated social media sites and postings are subject to all applicable state and federal regulations such as FERPA and copyright rights, University policies, guidelines and best practices established by the Office of Marketing and Communications, and The Code of Student Rights, Responsibilities, and Conduct.
3. Individual departments, colleges, programs, or administrative offices may establish additional guidelines specific to their areas of study or responsibilities, however, these guidelines must be reviewed and approved by the University's Information Technology Department and Office of Marketing Communications prior to implementation.

**UNIVERSITY GUIDEBOOK**

<b>Title of Policy:</b>	<b>Development of Guidebook Policies</b>
Responsible Division/Office:	Office of the President
Approving Officer:	President
<i>Revision History:</i>	June 1997; March 2007; March 2011
Resolution Number(s):	YR 2000-63; YR 2007-27; YR 2011-87; YR 2014-
Board Committee:	University Affairs
<b>EFFECTIVE DATE:</b>	June 18, 2014
Next Review:	2018

<b>Authority:</b> “The Board shall do all things necessary for the creation, proper maintenance, and successful continuous operation of the University.” ( <i>ORC</i> , Section 3356.03, cited in <i>Bylaws, Board of Trustees</i> , p. 2)
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**Purpose:** Policies provide guidance to administrators in reaching decisions with respect to the particular matters entrusted to their care to accomplish the mission and goals of the University. Policies are defined as general principles or statements of intent or direction. Policies are typically brief and provide a framework within which the University is expected to operate. All Guidebook Policies are approved by the Board of Trustees.

**Action Steps:**

1. A new institutional policy or a proposed revision of an existing policy may be initiated by the individual accountable for any department or unit, such as a chairperson, director, executive director; Senates; Councils; and Committees. The formal submission of a new or revised policy shall originate from a divisional Vice President or Senior Executive; the President; or the Board of Trustees. Each division vice president or senior executive is responsible for ensuring that all existing policies assigned to his/her division are reviewed for possible revision on a five year cycle or earlier as needed.

2. When revising existing Policies, proposed modifications should be clearly identified and contrasted with existing language. A new policy should contain a policy title, policy statement, effective date, definitions if appropriate, and procedures if appropriate.
3. A draft copy of the new policy or the revised policy should be first forwarded to the Cabinet and then to departments, units, committees, or others affected, for timely review and feedback to the individual initiating the review. The policy will also be reviewed by the individual(s) or committee designated by the President for consistency with existing policies and state and/or federal laws and regulations.
4. The President may utilize any appropriate council, committee or forum to obtain campus-wide perspective or input.
5. After all reviews have taken place, the person initiating the new or revised policy may modify the proposal based on the above review process. If this is the case, the final draft will be again circulated by the initiating person to the Cabinet for final review. The President will then submit the final draft to the Board for approval.
6. With the concurrence and approval of the Vice President for Finance and Administration and University General Counsel and until the policy comes before the Board of Trustees on its scheduled review cycle, policies may be modified without Board approval to correct minor housekeeping issues such as changes to the names of offices or titles or to reflect changes in standard reporting relationships. The Vice President for Finance and Administration and University General Counsel in authorizing such changes certify to the Board that such changes do not affect the underlying policy.

# **ADMINISTRATIVE STAFF RECEIVING EMERITUS STATUS**

(Board of Trustees Meeting, June 18, 2014)

<b>NAME</b>	<b>TITLE</b>	<b>YEARS OF SERVICE</b>	<b>STATUS</b>
J. Georgia Backus	Director The Rich Center for Autism	13	Administrator Emeritus
Michael Cretella	Deputy Chief of Police YSU Police	27	Administrator Emeritus
Madeleine Haggerty	Director, Dental Hygiene Program Dean's Office – BCHHS	10	Administrator Emeritus
Jane Kestner	Associate Dean – CLASS Dean's Office – CLASS	34	Administrator Emeritus
Akhande Khan	Cash Management Officer Budget Planning and Treasury	19	Administrator Emeritus
Paul Kobulnicky	Interim Executive Assistant VP Finance VP – Finance and Administration	10	Administrator Emeritus
Carol Trube	Manager of Classification and Comp Human Resources	18	Administrator Emeritus
Tina Weintz	Director, Graduate Admissions Graduate Studies and Research	28	Administrator Emeritus

## **SUMMARY OF PERSONNEL ACTIONS**

### **Appointments – 9**

#### **Replacement Positions - 9**

- Professional/Administrative - 6
- Classified - 3

### **Separations – 8**

#### **Retirement – 1**

- Classified Civil Service - 0
- Professional/Administrative - 1

#### **Resignation – 4**

- Professional/Administrative - 3
- Classified - 1

#### **Contract ended – 1**

- Professional/Administrative - 1

#### **Non-renewal – 2**

- Professional/Administrative - 2

**SUMMARY OF PERSONNEL ACTIONS**  
**Externally Funded Positions**

**Appointments – 6**

**New – 2**

- Professional Administrative - 2
  - Research Associate III, Center for Urban and Regional Studies
  - Research Associate, Physics and Astronomy

**Replacement Positions – 4**

- Professional/Administrative - 4

**Separations – 1**

**Resignations – 1**

- Professional/Administrative - 1



AGREEMENT FOR PERSONAL SERVICES  
BETWEEN  
FRANKLIN S. BENNETT, JR., AS SECRETARY  
AND  
THE BOARD OF TRUSTEES OF YOUNGSTOWN STATE UNIVERSITY

This Agreement is made by and between the Board of Trustees of Youngstown State University (hereinafter "Board of Trustees"), a state university as defined in Ohio Revised Code Section 3345.011, with its main campus located in Youngstown, Ohio, with its administrative office at One University Plaza, Youngstown, OH 44555-001, and Franklin S. Bennett, Jr., an independent contractor (hereinafter "Secretary Bennett") and is effective as of July 1, 2014.

In consideration for the mutual promises contained herein, the above-named parties agree as follows:

**Section One. SCOPE OF SERVICES.** This Agreement shall amend and restate any and all previous agreements between the Board of Trustees and Secretary Bennett pertaining to his service as Secretary to the Board of Trustees. In his provision of services under this Agreement Secretary Bennett shall be considered an independent contractor. Secretary Bennett shall provide his own work equipment, technology, office supplies, additional secretarial support and office environment, as he deems necessary in order to perform the duties. Secretary Bennett shall perform the services of Secretary to the Board of Trustees of Youngstown State University. The Board of Trustees, pursuant to Ohio Revised Code Section 3356.02 and the Board Bylaws, shall elect the Secretary during the last regular meeting of the fiscal year each year. This contract will automatically renew with the re-election of Secretary Bennett at the end of each fiscal year.

The services to be performed are those set forth in the Board Bylaws, Article III. Officers and Organizations, Section 6. Secretary. These duties include preparing and maintaining minutes of all meetings and proceedings of the Board, providing notice of all meetings, serving as parliamentarian, providing written attendance reports and other such duties as may be assigned by the Board.

Specifically, Secretary Bennett shall attend all meetings of the standing committees as well as ad hoc committees as may from time to time be constituted. Minutes of all Board meetings shall be provided to the Trustees no later than two weeks prior to the Trustees quarterly Board meeting. In the event a Board meeting takes place within two weeks of the Trustees quarterly Board meeting minutes shall be provided no later than two weeks prior to the next quarterly Board meeting. Absent unusual circumstances Board Committee meeting minutes shall be provided to the Trustees no later than 60 days after the conclusion of the quarterly Board Committee meetings, unless otherwise agreed to by the Secretary and the Board Committee Chairperson. The original minutes of regular, emergency and special meetings of the Board shall be signed by the Board Chairperson and Secretary after approval by the Board and shall be maintained in minute books located in the President's office in Tod Hall. Committee minutes shall be maintained by the Secretary. All minutes shall be maintained electronically in Adobe Portable Document Format (PDF) files.

**Agenda Item E.5.a  
Exhibit K**

It is further understood that in discharging his/her obligations under this Agreement the Secretary will cooperate with the President, his/her staff and other officers of the University, as well as with the officers and members of the Board of Trustees, in helping Trustees to promote the proper maintenance and successful continuous operation of the University.

In addition, Secretary Bennett shall give notice of all meetings of the Board, when required by the provisions of Article II, Sections 1,2,3, and 10.C. of the Board Bylaws. Secretary Bennett shall also have a working knowledge of Robert Rules of Order and the Board Bylaws. Secretary Bennett shall also provide written reports of attendance at the end of each year and may be asked to submit those to the Governor's Office and or the Chancellor to the Board of Regents. He shall also distribute these reports to the Trustees.

The parties understand and agree that the Secretary is an appointee of the Board of Trustees and accountable exclusively to the Board of Trustees. The Secretary shall provide the Trustees a confidential, independent source of historical information and continuity in such matters as personnel/administrative relations and previous Board policies and philosophies. The Secretary shall assist newly-elected Board Chairpersons with practical and procedural advice regarding rules, protocol and other appropriate matters.

**Section Two. COMPENSATION.** Secretary Bennett shall be paid an annual stipend of \$44,851.79 for the services described in Section One above payable in equal monthly installments. The annual stipend may be increased at the discretion of the Board. Secretary Bennett shall also be reimbursed for his travel expenses when traveling on behalf of the University and when approved by the Board. Travel Reimbursement will follow the travel guidelines as applied to the Board of Trustees. Secretary Bennett shall also be reimbursed for such out-of-pocket expenses incurred by him in the course and scope of fulfilling his responsibilities under this Agreement as approved by the Board Chairperson.

**Section Three. BENEFITS.** Secretary Bennett and his agents and employees shall not receive any other compensation or be entitled to sick leave, vacation leave, PERS contribution, life insurance health insurance, Worker's Compensation or any other benefits available to a University employee.

**Section Four. TAXES/HOLD HARMLESS.** The University shall not deduct or withhold any federal, state, city or other lawful taxes from any payments made to Secretary Bennett. Secretary Bennett and his agents hold the University harmless in the event any claim is made by any taxing authority as a result of its failure to withhold any federal, state, city or other lawful taxes. The University shall at all times maintain the Secretary as a named insured on the University's Director's & Officers Insurance coverage during this contract.

**Section Five. WAIVERS.** Secretary Bennett and his agents hereby waive any right to assert any claim against the University or the State of Ohio for any benefit under any civil service statute or rule.

**Section Six. TERM OF AGREEMENT.** The term of this agreement shall begin on July 1, 2014 and shall end on June 30, 2015. This contract shall be automatically extended for additional one-year (1 year) terms upon the re-election of Secretary Bennett to the secretary position by the Board of Trustees. If not re-elected, this agreement shall expire without any notice of non-extension on June 30 of the year in which re-election did not occur at the Board's meeting to elect its officers.

**Section Seven. SUBJECT TO APPROPRIATION.** It is understood that any and all expenditures of University funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the University determines at any time that the General Assembly failed to continue funding for the payments and/or other obligations that may be due hereunder, then the University's obligations under the Agreement are terminated as of the date that the funding expired without further obligation of the University.

**Section Eight. FINDINGS FOR RECOVERY (R.C. 9.24).** Secretary Bennett warrants that he is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Agreement is void *ab initio* and Secretary Bennett must immediately repay to the University any funds paid under this Agreement.

**Section Nine. TERMINATION OF AGREEMENT.** During any term of this agreement, either party may terminate this Agreement upon 30 days' written notice to the other party sent via certified U.S. Mail. On termination, Secretary Bennett shall be paid through the last day worked ("termination date"), and any overpayment of compensation that may have been prepaid beyond the termination date shall be reimbursed to the University by Secretary Bennett.

Any notice to the Board of Trustees shall be provided to:

Chairperson, Youngstown State University Board of Trustees  
c/o Office of General Counsel  
Tod Hall, Room 312B  
Youngstown State University  
Youngstown, OH 44555.

Any notice to Secretary Bennett shall be provided to:

Franklin S. Bennett, Jr.  
2731 Bendemeer Court  
Poland, OH 44514-2727

**Section Ten. MODIFICATION OF AGREEMENT.** This Agreement may be modified only by mutual agreement of the parties and only in writing.

**Section Eleven. SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

**Section Twelve. GOVERNING LAW.** This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the Courts of Ohio, and Secretary Bennett hereby irrevocably consents to such jurisdiction.

**Section Thirteen. EQUAL OPPORTUNITY.** Pursuant to Section 125.111 of the Ohio Revised Code, Secretary Bennett agrees that he and any person acting on his behalf will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, and ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Secretary Bennett further agrees that he and any person acting on his behalf shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, age, handicap, national origin, Vietnam-era veteran status or ancestry.

**Section Fourteen. CERTIFICATION OF COMPLIANCE WITH OHIO'S ETHICS LAWS FOR NONCOMPETITIVE BID CONTRACTS.** Secretary Bennett and its agents and employees agree to refrain from conflicts of interest and to comply with Chapter 102 of the Ohio Revised Code, Ohio's applicable public employee ethics laws.

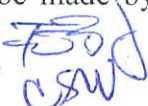
**Section Fifteen. PUBLIC OFFICIAL.** Secretary Bennett represents and acknowledges that he has been and may again be a trustee of the Western Reserve Joint Fire District, a joint fire district created under Ohio Revised Code Section 505.371. Secretary Bennett certifies that he is not otherwise a public official or employee of the state, county, municipality or township government as defined in Section 102.01 of the Revised Code that would result in his holding a position that is incompatible with his position as Secretary as interpreted by the Ohio Attorney General's Office.

**Section Sixteen. LOBBYING.** By signing this Agreement, Secretary Bennett certifies that he and his/her agents are in compliance with Sections 121.60 to 121.69 of the Revised Code and he agrees that failure to comply shall be considered as a material breach of this Agreement.

**Section Seventeen. RECORD RETENTION.** By signing this Agreement, Secretary Bennett agrees to grant access to state and federal authorities and auditors to any of his books, documents, papers, facilities and records pertinent to this Agreement.

**Section Eighteen. CONFIDENTIALITY.** Secretary Bennett and his agents and employees agree to maintain the confidentiality of information and records which state and federal laws, rules and regulations require to be confidential. All information and records made public by state law shall be treated as public information by Secretary Bennett.

**Section Nineteen. ASSIGNMENT.** No assignment of rights or delegation of duties under this Agreement shall be made by Secretary Bennett without the express written consent of the Department.

University,   
CSW

**Section Twenty. CERTIFICATION OF COMPLIANCE WITH OHIO ELECTIONS LAW REQUIREMENTS FOR NONCOMPETITIVE BID CONTRACTS.** By signing this Agreement, Secretary Bennett affirms that, as applicable to him, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code, or the spouse of any such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

**Section Twenty-One. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties for the services set forth in Section One. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

**Youngstown State University**

By: Carol Kramer

Chairperson, Board of Trustees

Date: June 18, 2014

**Franklin S. Bennett, Jr.**

Signature: Franklin S. Bennett, Jr.

Date: June 18, 2014

**YOUNGSTOWN STATE UNIVERSITY  
BOARD OF TRUSTEES COMMITTEES  
Carole S. Weimer, Chair  
Leonard D. Schiavone, Vice Chair  
2014-2015**

**STANDING COMMITTEES\***

**ACADEMIC QUALITY AND  
STUDENT SUCCESS**

Sudershan K. Garg, Chair  
James E. "Ted" Roberts, Vice Chair  
All Trustees are Members  
James P. Tressel, *Ex-Officio*

**FINANCE AND FACILITIES**

Delores E. Crawford, Chair  
James B. Greene, Vice Chair  
All Trustees are Members  
James P. Tressel, *Ex-Officio*

**AUDIT SUBCOMMITTEE**

Delores E. Crawford, Chair  
David C. Deibel, Vice Chair  
Leonard D. Schiavone  
Eric A. Shehadi  
Carole S. Weimer, *Ex-Officio*  
James P. Tressel, *Ex-Officio*

**INVESTMENT SUBCOMMITTEE**

James B. Greene, Chair  
Sudershan K. Garg, Vice Chair  
John R. Jakubek  
*New Student Trustee*  
Carole S. Weimer, *Ex-Officio*  
James P. Tressel, *Ex-Officio*

**INSTITUTIONAL ENGAGEMENT**

Harry Meshel, Chair  
David C. Deibel, Vice Chair  
All Trustees are Members  
James P. Tressel, *Ex-Officio*

**UNIVERSITY AFFAIRS**

Leonard D. Schiavone, Chair  
Harry Meshel, Vice Chair  
All Trustees are Members  
James P. Tressel, *Ex-Officio*

**COLLECTIVE BARGAINING AND  
NEGOTIATIONS SUBCOMMITTEE**

Leonard D. Schiavone, Chair  
James E. "Ted" Roberts, Vice Chair  
All Trustees are Members  
James P. Tressel, *Ex-Officio*

**INTERCOLLEGIATE ATHLETICS  
SUBCOMMITTEE**

Harry Meshel, Chair  
John R. Jakubek, Vice Chair  
All Trustees are Members  
James P. Tressel, *Ex-Officio*

**SPECIAL COMMITTEES\***

**EXECUTIVE COMMITTEE**

Carole S. Weimer, Chair  
Leonard D. Schiavone, Vice Chair  
Delores E. Crawford  
Sudershan K. Garg  
Harry Meshel  
James P. Tressel, *Ex-Officio*

**TRUSTEESHIP COMMITTEE**

Carole S. Weimer, Chair  
Leonard D. Schiavone, Vice Chair  
All Trustees are Members

\*Note: Article III. Board of Trustees Bylaws-  
Officers and Organizations.

Section 9.A. Board Committees read as follows:  
Membership – All Trustees and Student Trustees  
shall be voting members of all Board standing and  
special committees, unless otherwise provided by  
these Bylaws. The President shall be a non-voting  
*ex-officio* member of all committees and  
subcommittees, unless otherwise provided, and  
shall count toward a quorum.

**PRESIDENTIAL EMPLOYMENT AGREEMENT**

**THIS PRESIDENTIAL EMPLOYMENT AGREEMENT ("Agreement ") is made by and between the Board of Trustees of Youngstown State University (the "Board"), and James P. Tressel (the "President" or "Mr. Tressel"), and is effective as of June 20, 2014 (the "Effective Date") for the employment of the President of Youngstown State University (the "University").**

**RECITALS:**

**WHEREAS**, the University, by and through the Board pursuant to its powers and duties set forth in Chapter 3356 of the Ohio Revised Code agrees to employ James P. Tressel as President of Youngstown State University (the "University") and James P. Tressel agrees to serve as President and be its employee, subject to the terms and conditions of this Agreement;

**WHEREAS**, both the Board and James P. Tressel desire to set forth their respective rights and obligations in this Agreement; and

**WHEREAS**, this Agreement has been duly approved and its execution has been duly authorized or ratified by the Board.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.0 Appointment as President.**

1.1 The Board hereby appoints and employs Mr. Tressel to be the President of the University, effective July 1, 2014, to serve as the chief executive officer of the University under the Bylaws, Policies, Rules, Supervision and direction of the Board and its Officers (Chair and Vice-Chair). The President accepts and agrees to such employment.

1.2 The President shall perform all duties required by law, by this Agreement, and in accord with the directives and Policies of the Board, as adopted and from time to time or hereafter amended. The President shall also perform those duties as are customarily performed by a university president including, but not limited to, the following:

1.2.1 Providing institutional leadership and management;

1.2.2 Administering the affairs of the University in a manner which serves the University's best interests and which is consistent with University Policy;

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1.2.3 Directing, strengthening and guiding the academic affairs of the University;

1.2.4 Long-range strategic planning; budget formulation; supervision of the buildings, grounds and equipment owned, leased or operated by the University;

1.2.5 Engaging in public, governmental and alumni relations;

1.2.6 Fund raising, development, and community engagement;

1.2.7 Recruiting and retaining outstanding faculty, staff and students;

1.2.8 Recommending policies, bylaws, regulations, rules and procedures that will promote the welfare of the University; and

1.2.9 Performing such other duties commensurate with the position as President that the President may from time to time be assigned by the Board.

1.3 The Board hereby appoints and employs Mr. Tressel to be the Acting President of the University from June 20, 2014 through June 30, 2014 to serve as the chief executive officer of the University under the Bylaws, Policies, Rules, Supervision and direction of the Board and its Officers (Chair and Vice-Chair). The President accepts the appointment as Acting President and agrees to such employment. During such time, the Acting President will have such authority, responsibility and duty commensurate with the position of President.

**2.0 Devote Best Efforts to the Work as President.**

2.1 The President agrees to faithfully, honestly, industriously, and with application of professional experience, ability and talent, devote his full business time, attention and energies to the duties as President of the University.

2.2 Such duties shall be principally rendered on the campus of the University, and at such other place or places as Board or President shall deem appropriate for the interest, needs, business or opportunities of the University.

2.3 The expenditure of reasonable amounts of time for personal business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement.

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2.4 The President shall not, without prior written permission from the Board, render services of any professional nature to, or for any person or firm, for remuneration other than to the University. The President shall absolutely not engage in any activity that is in conflict with his duties to the University or which causes material harm to or reflects negatively upon the University. The President shall not engage in any activity or conduct in violation of Ohio's ethics laws applicable to public officers and public employees. The making of passive and personal investments shall not be prohibited hereunder.

2.5 The Board agrees that certain outside activities by the President advance and enhance the image of the University. Among these activities are memberships on boards and committees of national bodies and community organizations and the holding of office in such national bodies or community organizations. The President may participate from time to time in public and private commissions, councils, committees, and groups and activities dealing with educational, scholarly, academic, civic, and public issues and problems which do not interfere significantly with his duties as President with the approval of the Executive Committee of the Board.

**3.0 Term of Appointment; Extension.**

3.1 This appointment as President shall be for a term of three (3) years, commencing on July 1, 2014, and terminating on June 30, 2017 (the "Term"), subject, however, to prior termination as provided for in this Agreement. The Parties shall meet by no later than October 1, 2016 to discuss the renewal, extension or non-renewal of this Agreement. The Parties acknowledge and agree that this Agreement shall end by its terms on June 30, 2017 unless terminated sooner as provided for in this Agreement or unless extended by mutual written agreement of the Parties.

**4.0 Compensation.**

4.1 For all services rendered under this Agreement, the University shall pay the President an annual base salary of Three Hundred Thousand Dollars (\$300,000.00) (Base Compensation) for the first two (2) years of the Term. University shall pay the President the Base Compensation which shall be subject to review and modification by the Board for a potential increase for the third year of the Contract. Such annual salary review will be in conjunction with the review of the performance of the President by the Board or a Board committee, pursuant to Section 15 of this Agreement. The Base Compensation shall be payable in equal, twice per month installments. The Parties acknowledge and agree that deductions for any employee portion of the cost of the University- provided vision, life insurance or similar employee benefits costs shall be deducted from the President's base salary amount, and shall be

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subject to the plan cost adjustments applicable to all University employees. In addition, such base salary shall be subject to all applicable deductions for local, state and federal taxes.

4.2 For the period of time that Mr. Tressel serves as Acting President as set forth in §1.3, he will receive a pro-rata share of the annual Base Compensation and all other benefits as provided in this Agreement.

4.3 The President shall be responsible for any federal, state or local income tax liability incurred as a result of payments made as compensation or benefits provided to the President pursuant to this Agreement incurred as a result of this Agreement.

## 5.0 Insurance and Retirement Benefits.

5.1 The University shall provide the President with healthcare and term life insurance coverage and disability insurance in accordance with the University's employer provided plan applicable to professional administrative employees. In addition, the President may enroll in an executive health program which provides for annual physicals and wellness programs. Any costs incurred for enrolling in such program not covered by the University's healthcare coverage shall be borne by the University. The University shall provide the President with long-term disability coverage and long-term care insurance and the opportunity to purchase supplemental life insurance.

5.2 The President shall be an employee of the University for the purpose of being covered by the University's Workers' Compensation coverage.

5.3 The President shall be entitled to participate in the Ohio Public Employees Retirement System ("PERS"), the State Teachers Retirement System ("STRS") or the Alternative Retirement Plan ("ARP") as the President may elect and for which the President is eligible under the terms of PERS, STRS, or ARP, on the same basis and on the same terms as are generally available to senior administrators ("Retirement Plan").

5.4 In addition to the Retirement Plan set forth in Section 5.3 above, the University shall permit the President to participate in tax deferred plans under Section 403(b) and Section 457(b) as described in the Internal Revenue Code of 1986, as amended ("Tax Deferred Plan").

5.5 The President acknowledges and agrees that the University's contributions to the Retirement Plan set forth in Section 5.3 and the Tax Deferred Plan set forth in Section 5.4 (the two foregoing plans are referred to collectively as the "Retirement Plans") are based solely upon the request of the President and are made upon the advice and recommendation of the President's personal legal counsel and/or tax advisor and that neither the Board, the University, or any of the University's agents have in any way made any representation as to the legality of same or the

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current or future tax ramifications to the President. It is the President's responsibility to seek advice from his tax, legal and financial advisors with respect to each and every term of this Agreement. Neither the University nor any trustee, employee or agent of the University makes any guarantee of any tax consequences with respect to Sections 5.3 and 5.4 of this Agreement or with respect to any other provision of this Agreement.

5.6 The University agrees that it will maintain each of the Retirement Plans in conformity with the Code and all other applicable laws, rules and regulations to the extent it can do so and make the contributions required of it under sections 5.3 and 5.4 of this Article 5.0. The Parties agree that if it is later determined by the President or the University, acting in good faith and upon the advice of counsel, that the contributions required to be made by the University for the benefit of the President to the Retirement Plans cannot be made as contemplated by this Agreement or would be more appropriately made in another manner, then the Parties agree to negotiate in good faith to change the contribution methods or vehicles provided for under this Article 5.0. The maximum obligation of the University to the President with respect to sections 5.3 and 5.4 of this Article 5.0 is the amount of the contributions the University is required to make for the benefit of the President under sections 5.3 and 5.4 of this Article 5.0.

**6.0 Vacations.**

6.1 The President shall be entitled to twenty-two (22) vacation days per fiscal year. Accumulation and payment for unused vacation days shall be governed by the same rules and Policies as are applicable to other full-time University professional administrative employees. Attendance at business and professional meetings and conferences shall not be construed as vacation time.

6.2 The President shall not take vacation, or other leave, if such time off interferes with his ability to properly discharge the duties of President under the terms of this Agreement.

**7.0 Sick Leave.**

7.1 The President shall be allowed fifteen (15) regularly scheduled workdays (Monday through Friday) of sick leave per year. Accumulation and payment for unused sick days shall be governed by the same rules and Policies as are applicable to other full time University professional administrative employees.

**8.0 Housing.**

8.1 In order to effectively perform the duties as President, especially, but not limited

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to, the duties described in Section 1.2 and for the benefit and convenience of the University, the President shall be required, as a term and condition of his employment, to reside in permanent presidential housing provided and selected by the University on a rent-free basis. The University shall pay the real estate taxes, insurance and utilities for such housing, including cable television and internet services, and shall be responsible for the grounds keeping, housekeeping and maintenance thereof, both interior and exterior. Private areas of such housing shall be furnished by, and at the expense of, the President.

8.2 Reserved.

8.3 The parties acknowledge and agree that to perform various duties and responsibilities as President of the University, the President shall, from time to time, entertain visiting dignitaries and community leaders, hold receptions, meetings, fund raising events or otherwise host a variety of events for mixed business and social purposes benefiting the interest of the University. In such instances, cooking, catering and housekeeping services shall be provided by and paid for by the University, at the President's request, and shall be subject to quarterly review by the Chair or his/her designee who does not report to the President.

8.4 The President's spouse, ("Mrs. Tressel"), shall be authorized to maintain a Youngstown State University e-mail account, a Youngstown State University Identification Card ("ID Card") and shall be granted privileges at University libraries and recreational facilities. In addition, the University recognizes and agrees that the President may request Mrs. Tressel to use her skills and talents in connection with activities related to the University. The following principles shall apply in that event. Mrs. Tressel's involvement will be on a voluntary, unpaid basis only. Mrs. Tressel shall be authorized to use the University vehicle provided in Section 9.0 below when such use is related in whole or substantial part to such volunteer activities. If requested by any department at the University, documentation defining or clarifying Mrs. Tressel's activities will be prepared.

9.0 Automobile.

9.1 The University shall provide an American made automobile from a local dealership for the President to use in carrying out the duties of his office. All expenses of this automobile shall be the responsibility of the University; these include, but are not limited to, insurance, gasoline, registration, maintenance and repairs. If the President uses the automobile for personal use (including commuting) the imputed tax value based on the proportion of personal use of the vehicle will be included in his gross income.

10.0 Professional Dues and Meetings.

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10.1 The University will provide and pay for the President's professional dues for appropriate national professional organizations (e.g. the American Association of State Colleges & Universities ("AASCU")) and such other professional associations as are deemed to be in the best interest of the University. The University shall also pay for the reasonable expenses incurred by the President when he attends or participates in the meetings of the Board of Directors or other appropriate committees (if the President is a member), educational conferences, conventions, courses, seminars, or other professional activities of such organizations. The University shall also pay for appropriate institutional memberships in such national organizations deemed to be in the best interest of the University.

**11.0 Travel, Entertainment and Relocation Expenses.**

11.1 The University shall pay or reimburse the President for reasonable entertainment expenses, travel expenses, hotel bills, and other necessary and proper expenses of the President and his spouse in accord with established travel and expense reimbursement policies of the University and Board. The travel and entertainment expenses of the President shall be reviewed approximately every quarter by the Chair or his/her designee who does not report to the President.

11.2 The University shall also pay or reimburse the President for reasonable expenses incurred in his relocation from his present home to the permanent presidential housing. The University shall reimburse the President for the amount of relocation of personal property based upon the lowest of three (3) cost estimates provided for such relocation costs. The University shall also provide the President with reimbursement of other reasonable costs regarding relocation subject to approval by the Chair of the Board and the President shall provide documentation of such expenses.

**12.0 Memberships in Service Organizations.**

12.1 The President may secure a membership in a local country club of the President's choice as well as a civic club (e.g. Rotary Club) of the President's choice. The University shall reimburse the President for the cost of any such memberships. If the President uses the club for his personal use, then the President shall pay for the personal usage at the time the statement is due and payable. These memberships are meant to facilitate fundraising, development and recruiting efforts on behalf of the University.

**13.0 Expenses, Receipts and Documentation.**

13.1 The President agrees to maintain and furnish an accounting of expenses provided

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for in this Agreement in accord with standard University requirements and the Board's Policies.

**14.0 Working Facilities.**

14.1 The President will be furnished with a private office, secretarial assistance, and such other facilities and services suitable to the position and adequate for the performance of the duties thereof. The President shall also be provided a mobile phone and other appropriate technology equipment and assistance for his use in fulfilling his duties set forth herein, which expenses shall be paid by the University.

**15.0 Evaluations.**

15.1 The parties to this Agreement acknowledge the need for the establishment of processes for the regular evaluation of the President of the University. The President hereby acknowledges that the evaluation is subject to the policies and procedures set forth by the Board in Policy No. 9008.01, including annual and comprehensive evaluations.

**16.0 Termination and liquidated Damages.**

**16.1 Termination by the University for "Cause".**

16.1.1 Notwithstanding any Board rules or Policies pertaining to termination, the Board may terminate the President's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a majority vote by the Board.

16.1.2 "Cause" shall mean conduct by the President determined by the Board in good faith to constitute any one or more of the following : (a) acts or omissions of gross negligence or willful malfeasance in the performance of his duties as President; (b) acts or omissions that materially harm or reflect negatively upon the University and are undertaken or omitted knowingly; (c) acts or omissions that harm the University and are fraudulent or involve material dishonesty or involve moral turpitude ; (d) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of University funds (except if the President is terminated for Cause under this clause and is not convicted of, does not plead guilty or nolo contendere to such felony or crime, then his termination shall be deemed and treated as if it were by the University without Cause); (e) breach of fiduciary duty to the University (excluding any honest act of simple negligence) not cured within thirty (30) days from the time the President receives notice of said act, omission, or breach from the University; (f) breach of any material term of this Agreement, not cured within thirty (30) days from the time the President receives

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written notice of said act, omission or breach from the University; or (g) any other conduct as determined by applicable Ohio law.

16.1.3 Upon a termination for Cause, the University shall have no further obligation to the President pursuant to this Agreement other than the payment of base salary earned through the date of termination and expenses which have been incurred but not yet reimbursed up to and including the date of the termination or except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.

16.1.4 In the event of termination as set forth in Section 16.1.1 herein, the President and his family shall vacate the housing provided in Section 7.0 herein no later than thirty (30) days following the Effective Date of the President's termination .

16.2 Termination by the University without "Cause".

16.2.1 The University shall have the right to terminate the President's employment as President at any time without "Cause" (as defined in Section 16.1.2) upon a majority vote by the Board.

16.2.2 In the event of a termination without "Cause," the University shall pay the following amounts to the President (collectively, the "Severance Payments"), in lieu of any other amounts payable to him as President and in settlement of all claims arising out of or related to this Agreement: (i) base salary as President as in effect at that time of the termination without cause for the lesser of (a) one (1) year following the termination date, or (b) the remaining Term of this Agreement; (ii) continuation of any other benefits required pursuant to the various benefit plans with respect to vesting and rights after termination of employment..

16.2.3 Reserved.

16.2.4 The amounts to be paid pursuant to Section 16.2.2 are intended to be liquidated damages, in full settlement of any and all claims arising out of or related to the termination of the President's employment as President. The University shall pay the Severance Payments on a monthly basis over the twelve (12) months following the effective date of the termination, or on an earlier schedule at the sole discretion of the University. The President will not be entitled to any other pay or benefits except as otherwise provided or required by applicable law. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that may arise as a result of the University's termination of the President's employment without cause.

16.2.5 If the termination is without cause then the University and President agree

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not to disparage each other in any manner that is likely to cause the other to suffer any material harm.

16.2.6 The Parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its natural expiration may cause loss to the President, which damages are extremely difficult to determine with certainty. The Parties further agree that the payment of such liquidated damages by the University and acceptance thereof by the President shall constitute adequate and reasonable compensation to the President for the damages and injury suffered.

16.2.7 Notwithstanding the foregoing severance provision in Section 16.2.2, should the President obtain other employment outside the University that is commensurate with the President's training and experience, the University's obligation to make monthly payments under such provision shall be reduced by the amount of the President's new monthly base compensation for the remaining months under such provision.

16.2.8 In the event of termination as set forth in Section 16.2 herein, the President and his family shall vacate the housing provided in Section 7.0 herein no later than thirty (30) days following the Effective Date of the President's termination.

16.3 Death and Disability.

16.3.1 Regardless of any other provision of this Agreement, this Agreement shall terminate automatically in the event of the death of the President, without further liability of the University, except as set forth in Section 16.3.3.

16.3.2 If the President shall become disabled during the Term, his employment under this Agreement shall terminate effective on the date of disability. For purposes of this Agreement, the President shall become disabled if the Board shall find that as a result of mental or physical condition the President is unable to perform the essential functions of his position, with or without reasonable accommodation, for a period of at least ninety (90) consecutive calendar days. In the event that the President believes that he would be able to perform the essential functions of his position with a reasonable accommodation, the parties shall engage in an interactive process concerning such possible accommodation, in accordance with applicable law. If the President submits information from one or more physicians in support of that position, the President hereby agrees to submit to examinations from one or more physicians selected by the Board, so long as the physicians selected by the Board are paid by the University. Then, in accordance with applicable law, a determination shall be made as to whether or not the President is able to perform the essential functions of his position with or without a reasonable accommodation. The date on which the disability will be deemed to have occurred shall be the day after the President last performed the services which are required of him pursuant to this

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Agreement, which performance of services was discontinued because of the disability described herein. Nothing contained in this Section 16.3.2 shall be construed to waive any of the President's rights, if any, under existing law, including without limitation, the Family and Medical Leave Act of 1993, the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq, and any applicable disability retirement provisions under PERS, STRS, or ARP .

16.3.3 If the (i) President dies, or (ii) if he has been deemed disabled pursuant to Section 16.3.2 and his employment is terminated, the University shall be liable to the President or the President's personal representative, as the case may be, for any accrued but unpaid base salary through the date of death or disability, and any life insurance or disability insurance benefits that would be due and payable to the President, or his personal representative, as the case may be, by reason of such death or disability .

16.3.4 In the event of the death of the President during the term of this Agreement (including all renewals and extensions), the President's family shall be permitted to occupy the housing provided in Section 7.0 herein under the same terms and conditions for up to ninety (90) days from the date of the President's death. Upon disability of the President during the term of this Agreement (including all renewals and extensions), the President and his family shall be permitted to occupy the housing provided in Section 7.0 herein under the same terms and conditions for up to ninety (90) days from the date of the President's disability.

16.4 Resignation or Retirement by President.

16.4.1 The President may terminate this Agreement and his employment as President at any time by the President delivering to the Board one hundred eighty (180) days advance written notice of such resignation unless waived by the University. Upon the effective date of the resignation or retirement , except as provided in Section 6, the University's obligation to pay compensation or benefits under this Agreement to the President shall cease. The effective date is the date chosen by the President as the date of resignation or retirement unless an earlier date is determined in the sole discretion of University. If an earlier date is selected by University, it will not be considered a termination under Section 16.2 herein and it will not increase the liquidated damages set forth in 16.4.2.

16.4.2 If the President terminates this Agreement by June 30, 2015, then President shall pay University Two Hundred Thousand Dollars (\$200,000.00) as liquidated damages. If the President terminates this Agreement between July 1, 2015 and June 30, 2016, then President shall pay University One Hundred Seventy-five Thousand Dollars (\$175,000.00) as liquidated damages. If the President terminates this Agreement between July 1, 2016 and June 30, 2017, the President shall pay University One Hundred Fifty Thousand Dollars (\$150,000.00) as liquidated damages. President shall pay the liquidated damages within thirty (30) days of the issuance of his notice to terminate the Contract.

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**17.0 Severability.**

17.1 The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**18.0 Governing Law; Forum.**

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio, and the parties hereby confer jurisdiction upon the courts of any jurisdiction within the State of Ohio to determine any dispute arising out of or related to this Agreement, or the breach thereof. Mr. Tressel's appointment as President is specifically subject to and may be superseded by the fiscal watch provisions of Ohio Revised Code Chapter 3345, including the performance evaluation, suspension of authority, duties and pay, and termination provisions required by Ohio Revised Code Section 3345.77.

**19.0 Educator's Legal Liability Insurance.**

19.1 The University represents and warrants that the individual employed as President of the University is a covered person under the University's existing Educator's Legal Liability insurance policy. The University agrees that it shall maintain such policy (or a substantially similar replacement for it) throughout the Term of this Agreement and, if such policy is underwritten on a claims made basis, it will continue to maintain such a policy after the Term of this Agreement to the extent necessary to cover the President's service on behalf of the University during the terms of this Agreement. To the extent permitted by law, the University will protect and defend the President in his official capacity from any claims made against the President while he is in the scope of his employment as set forth herein, up to the amount of the Educator's Legal Liability Insurance coverage provided for in this section.

**20.0 Tenure; Return to Faculty.**

20.1 Board Policy 9005.01 governs the award of faculty rank and tenure for certain administrators, including the president. The availability of faculty rank and tenure as part of the appointment of Mr. Tressel as President, will be determined in accordance with Board Policy and the process shall commence with the execution of this Agreement. Mr. Tressel understands that the Chair of the Board (or the Chair's designee) will begin the process and present the academic credentials of Mr. Tressel to the appropriate academic department and dean for review upon this Agreement being executed with the expectation that Mr. Tressel shall become a tenured faculty

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member on the earliest possible date after completion of the tenure process. When Mr. Tressel elects to assume an academic appointment obtained pursuant to this Section, his compensation and benefits will be determined by the faculty bargaining agreement and/or applicable Board or University policies. In the event this Agreement is ended in accordance with Section 16.2, it is recognized that Mr. Tressel may thereafter perform teaching responsibilities. In such an event, no salary will be paid for his performing such responsibilities during the period of time covered by payments made under the provisions of Section 16.2.2. At the end of such period of time, the salary for Mr. Tressel's performing such teaching responsibilities will be determined in accordance with the University's regular processes.

20.2 While serving as president, the President shall not teach any course at the University during the first year of the Term of this Agreement. After completion of the first year, the President may teach one class per year subject to obtaining approval of the Executive Committee of the Board. If the President desires to teach more than one class, he must first obtain approval of the Executive Committee of the Board.

20.3 So long as Mr. Tressel is serving as President of the University, he will not receive any additional compensation for serving as a University professor.

**21.0 Waiver.**

21.1 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

**22.0 Non-Assignable.**

22.1 This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

**23.0 Counterparts.**

23.1 This Agreement may be executed by the parties hereto in any number of counterparts, including by facsimile or electronic signature included in an Adobe PDF file, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by a party until the other party has also executed and delivered her counterparts.

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**24.0 Notices.**

24.1 All notices, requests, demands, applications, services of process, and other communications which are required to be or may be given under this Agreement shall be deemed to have been duly given if sent by electronic mail, telecopy or facsimile transmission, or personally delivered, or mailed via certified first class mail, postage prepaid, return receipt requested, to the parties hereto at the following address:

To the Board: Chair Board of Trustees  
Youngstown State University  
One University Plaza  
Youngstown, OH 44555

With a copy to: Office of the General Counsel  
Youngstown State University  
Tod Hall - Rm. 312  
Youngstown, OH 44555

To the President: Mr. James P. Tressel  
Youngstown State University  
Tod Hall - Rm. 215  
Youngstown, OH 44555

Notice will be served upon the President at his office or his personal residence, or at such other address as he shall furnish to the University.

**25.0 Headings.**

25.1 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**26.0 Counsel.**

26.1 Each party acknowledges that they have carefully read all of the terms of this Agreement, that they have been represented by counsel of their choosing that the terms have been fully explained to them and that they understand the consequences of each and every term.

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**27.0 Adequacy of Funds.**

27.1 Payment under this Agreement is subject to appropriation of funds by the Ohio Legislature and to the determination of the adequacy of such funds for that purpose by the Board. However, the Parties agree and understand that funding for the University comes from a number of sources other than appropriations by the State of Ohio. It is not the intention of the Board to use any reduction in appropriations as a reason to reduce the salary of the President if other funds are available for such use.

**28.0 Entire Agreement; Modification.**

28.1 This Agreement and the Deferred Compensation Plan referred to in Section 5.4 constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BOARD OF TRUSTEES OF  
YOUNGSTOWN STATE UNIVERSITY

Sudershan K. Garg  
Dr. Sudershan Garg, Chair

Date: 6-17-14

James P. Tressel  
James P. Tressel, President

Date: 6-11-14

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Chair BOT Initials/Date