

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

Tod Hall  
Monday May 12, 2014

Pursuant to notice duly given, a special meeting (the three hundred twenty-ninth) of the Board of Trustees of Youngstown State University convened at 6:00 p.m., on Monday, May 12, 2014, in the Chestnut Room in Kilcawley Center.

Nine 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 and Mr. Eric A. Shehadi. Dr. John R. Jakubek was absent.

Also present were: Dr. Ikram Khawaja Interim President of the university; Dr. Teresa Riley, Interim Provost and Vice President for Academic Affairs; Mr. John Fahey, Vice President for Student Affairs; Ms. Holly A. Jacobs, University General Counsel; Ms. Shannon Tirone, Chief of Staff; Mr. Joseph M. Houser of the law firm of Manchester, Newman and Bennett, special counsel to the university and Mr. Franklin S. Bennett, Jr., Secretary to the Board of Trustees. Also present were approximately 60 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 2, of the board's *Bylaws*; notice of the call for today's special meeting was timely provided to each of the trustees, the student trustee, and to the president.

ITEM II – DISPOSITION OF MINUTES FOR MEETING HELD MARCH 12, 2014, APRIL 22, 2014 AND MAY 9, 2014.

The chairperson stated that disposition of the minutes of the board's regular meeting held March 12, 2014 (#326), special meeting held April 22, 2014 (#327) and emergency meeting held May 9, 2014 (#328) would be deferred until the next regular meeting of the board.

ITEM III – EXECUTIVE SESSION

The chairperson recognized Mr. Schiavone who moved that the committee enter executive session to consider the appointment, employment and/or compensation of Mr. James P. Tressel as President of Youngstown State University. The motion was seconded by Mr. Meshel. The chairperson requested the secretary to conduct a roll call vote on the motion the results of which of are as follows (YES being a vote in favor of the motion to enter executive session):

Dr. Garg	YES	Mr. Meshel	YES
Mrs. Weimer	YES	Mr. Schiavone	YES
Ms. Crawford	YES	Mr. Deibel	YES
Mr. Greene	YES	Mr. Roberts	YES

The vote being unanimous in favor of the motion, the committee entered executive session in the Esterly Room in Kilcawley Center at 6:05 p.m. Present in executive session were the nine trustees physically present at the meeting, trustee Dr. John R. Jakubek by conference telephone, Ms. Jacobs, Mr. Houser and the secretary to the board of trustees. While in executive session the trustees considered the terms of employment of Mr. James P. Tressel as president of the university. The committee returned to public session at 6:46 p.m.

Upon returning to public session, the chairperson recognized Mr. David Deibel who moved the adoption of the following resolution, which was read aloud by the secretary:

Resolution to Approve  
Key Terms of President’s Employment

**YR 2014-59**

WHEREAS, the Board of Trustees of Youngstown State University has concluded its search process and has selected Mr. James P. Tressel as the ninth President of the University; and

WHEREAS, the Board of Trustees and Mr. Tressel have reached agreement on the key terms of employment for Mr. Tressel’s service as President of the University.

NOW, THEREFORE, BE IT RESOLVED that Board of Trustees of Youngstown State University hereby approves the key terms of employment incorporated herein as Exhibit A; and

BE IT FURTHER RESOLVED that the Board of Trustees authorizes its chairperson to execute a letter of understanding with Mr. Tressel incorporating said key terms, which shall be more fully set forth in a Presidential Employment Agreement negotiated with Mr. Tressel and approved by the Board of Trustees on or before June 18, 2014.

The motion was seconded by Mr. Schiavone, and received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

Dr. Garg introduced Mr. Tressel and his wife Ellen to those in attendance and joined Mr. Tressel to sign the “Term Sheet” attached to the Resolution as Exhibit A. Mr.

Tressel thanked the trustees for their expression of confidence and stated that he and Mrs. Tressel greatly look forward to returning to Youngstown State University.

ITEM IV – COMMUNICATIONS AND MEMORIALS

The board considered no communications or memorials.

ITEM V – UNFINISHED BUSINESS

The board considered no unfinished business.

ITEM VI – NEW BUSINESS

The board considered no new business.

ITEM VII– OLD BUSINESS

The board considered no old business.

ITEM VIII – TIME AND PLACE OF UPCOMING REGULAR MEETINGS

Upon motion duly made and seconded, which received the affirmative vote of all the trustees, 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, June 18, 2014
- 3:00 p.m., Wednesday, September 24, 2014
- 3:00 p.m., Wednesday, December 17, 2014

ITEM IX – 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 7:06 p.m.

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Chairperson

ATTEST:

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Secretary to the Board of Trustees

# EXHIBIT A

## TERM SHEET

The **Board of Trustees of Youngstown State University** ("Board") and **James P. Tressel** ("President"), enter into this Term Sheet on the 12 day of May, 2014 for the employment of **James P. Tressel** as President of Youngstown State University ("University"). The definitive Presidential Employment Agreement containing these terms and other terms related to an Employment Contract shall be subsequently negotiated and executed. *by June 18, 2014*

*JPT*  
*c.l.g.*

1. **James P. Tressel** shall serve as President of Youngstown State University for the term beginning July 1, 2014 until June 30, 2017 (the "Term").

2. President shall be paid Three Hundred Thousand Dollars (\$300,000.00) annually commencing July 1, 2014 ("Base Compensation") for the first two (2) years of the Term. The Base Compensation shall be subject to review and modification by the Board for the third year of the Contract. Such annual salary review will be in conjunction with the review of the performance of President by the Board or a Board committee. The Board shall provide President with health care, term life insurance coverage, disability insurance and other benefits in accordance with the Board's employer provided plan applicable to professional administrative employees of YSU. 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 President may elect and for which President is eligible under the terms of those Plans on the same basis and on the same terms as are generally available to senior administrators.

3. The University shall provide for and the President shall reside in permanent presidential housing provided and selected by the University on a rent-free basis. The University shall pay all real estate taxes, insurance, applicable utilities for such housing and shall be responsible for 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.

4. The University shall provide an American made automobile from a local dealership for the President to use in carrying out the duties of the President's Office. All expenses related to the operation of said automobile shall be the responsibility of the University.

5. The University shall reimburse the President for any appropriate national professional organizations and such other professional associations as are deemed to be in the best interest of the University. The University shall reimburse the President for reasonable entertainment expenses and travel expenses in accordance with established travel and expense reimbursement policies of the University and Board.

JPT 5-12-14  
President Initials/Date

c.l.g. 5/12/14  
Chair BOT Initials/Date

6. The University shall also pay or reimburse the President for reasonable expenses incurred in the relocation from the President's current home to the permanent presidential housing provided by the University.

7. 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 rules and Policies applicable to other full-time University professional, administrative employees. The President shall be allowed fifteen (15) regularly scheduled work days (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. The President will be furnished with a private office, secretarial assistance and such other facilities and suitable to the position and adequate to the performance of the duties thereof.

9. Termination for Cause as defined by mutual agreement of the parties shall immediately end any relationship with the President and immediately terminate any obligations owed by University to President under this Term Sheet.

10. In the event that the President is terminated without cause, the President shall be entitled to his annual base salary, prorated as necessary for the lesser of: (i) one year following the termination date; or (ii) the remaining Term of this Agreement.

11. 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.

This Agreement shall be subject to compliance of all of the laws of the State of Ohio, including but not limited to Ohio Revised Code Section 3345.77.

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JPT 5-12-14  
President Initials/Date

S.L.G. 5/12/14  
Chair BOT Initials/Date

The parties agree to prepare and sign a Presidential Employment Agreement. However, the parties are said to be bound by and are bound by the terms of this Term Sheet until such time as it is replaced by the Presidential Employment Agreement or is amended or superseded by further written agreement signed by both parties.

YOUNGSTOWN STATE UNIVERSITY:

Sudershan L. Garg  
Sudershan Garg, Chair

Date: 5-12-14

PRESIDENT:

James P. Tressel  
James P. Tressel

Date: 5-12-14

JPT 5-12-14  
President Initials/Date

S.L.G. 5-12-14  
Chair BOT Initials/Date