

Board of Trustees Meeting, Youngstown State University
Pollock House - 9:00 a.m., Tuesday, August 15, 1967

AGENDA

1. Election of Officers and Secretary Pro tem.
2. Approval of Bylaws and Regulations.
3. Appointment of President of the University.
4. Approval of Fee and Tuition Schedules.
5. Approval of Interim Agreement.
6. Approval of Graduate Work.
7. Approval of Commonality of Interest.
8. Appointment of Standing Committees.
9. Approval of Salary Budget. (Appointment letter forms
and release.)
10. Setting time and place of next meeting and waiver.

Minutes of Board of Trustees Meeting
 Youngstown State University
 Pollock House, 9:00 a.m., Tuesday, August 15, 1967

The first meeting of the Board of Trustees of the Youngstown State University was held at 9:00 a.m. at the Pollock House on Tuesday, August 15, 1967. Present were Mrs. Fisher and Messrs. Brown, McCann, Robinson, Saunders, Strouss, Ullman, Wean and Williams.

The meeting was called to order by Mr. Pugsley.

Item I. Election of Officers and Secretary Pro tem.

Chairman

Mr. Williams moved and Mr. Brown seconded the following resolution which was adopted by unanimous vote:

"BE IT RESOLVED by the Board of Trustees of the Youngstown State University that this Board hereby elects Dr. John N. McCann as Chairman of this Board for the year 1967-68".

YR 1967-1

Dr. McCann being duly elected then took the Chair.

Vice Chairman

Mr. Ullman moved and Mr. Brown seconded the following resolution which was adopted by unanimous vote:

" BE IT RESOLVED by the Board of Trustees of the Youngstown State University that this Board hereby elects Mr. Robert E. Williams as Vice Chairman of this Board for the year 1967-68".

YR 1967-2

Secretary Pro tem

Mr. Brown moved and Mr. Brown seconded the following resolution which was adopted by unanimous vote:

"BE IT RESOLVED that President A. L. Pugsley shall serve as Secretary Pro tem for this meeting, August 15, 1967".

YR 1967-3

Item 2. Approval of Bylaws and Regulations

The proposed Bylaws were discussed. Mr. Ullman moved and Mr. Williams seconded that the following changes be made in the proposed Bylaws and Regulations:

Bylaws - Article II, Section 2, Special Meetings

On page 2, line 8 insert after "or sent by" the words "registered mail or telegram with return receipt requested", and strike the sentence following which reads, "If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid".

On page 3, line 5 change "a" to "the"

On page 3, line 6 change "need only" to "will", change "those" to "all", and delete "absent at the regularly scheduled meeting".

Article II, Section 6, Order of Business

Delete on page 4, line 5, "c) Reading", and follow "disposition of minutes" by adding "(Minutes shall be prepared and mailed to members as soon as practicable after each Board Meeting in order that members may be prepared for discussion.)"

Article IV, Section 4, Reports to the Board - Other Officers,
A. Purchase of Insurance

On page 11, item (5), add "subject to the approval of the Board of Trustees".

(Note: It was agreed unanimously that a resolution governing the purchase of insurance and attachments should be prepared by the President and the Business Manager for adoption at the next meeting of the Board.)

Regulations. I. Officers of Academic Administration. Section 2.
Dean of the University

On page 2 complete first sentence to read, "and shall hold office at the discretion of the President and the Board".

The same change was made for the portions covered by Sections 3, 4 and 5.

Mr. Ullman moved, Mr. Wean seconded and unanimously carried that the Bylaws and the Regulations be adopted as revised.

YR 1967-4

Item 3. Appointment of President of the University

Mr. Williams moved, Mr. Brown seconded the following two Resolutions which were adopted unanimously:

No. 1

RESOLVED that effective August 15, 1967, Dr. Albert L. Pugsley be appointed as President of The Youngstown State University, and that effective September 1, 1967 his salary shall be as designated by this Board in the Budget of the University with reappointment at the pleasure of the Board annually; that in addition to such base salary he shall be provided with all retirement and other fringe benefits available or becoming available to the Full Service Faculty; that the University shall bear the cost of fees and dues to civic, professional and other organizations or clubs including the Youngstown Club and the Youngstown Country Club to fulfill his responsibilities and identification as President of the University,

YR 1967-5

No. 2

RESOLVED that effective August 15, 1967, when the President is engaged in the affairs of the University, the University shall pay direct or reimburse him for the costs of entertainment of students, faculty and/or others, and of expenses for travel of himself and/or his spouse; that the University shall require the President and his family to live at the President's residence at 1010 Colonial Drive in Youngstown in order to properly fulfill his duties, and that the University shall provide suitable furnishings, services, employees and maintenance for that residence to assure that these duties may be performed, subject to later review and definition by the Board.

YR 1967-6

Item 4. Fee and Tuition Schedule

It was moved by Mr. Saunders, seconded by Mr. Strouss, and carried unanimously, that the following resolution be adopted:

YR 1967-7

RESOLVED that the proposed "Schedule of Charges for Youngstown State University, effective September 1, 1967", be approved, and that they be attached to the minutes of this meeting.

Item 5. Approval of Agreement and Plan of Transition, and Interim Agreement.

It was moved by Mr. Williams, seconded by Mr. Strouss and carried unanimously, that the following resolution be adopted:

YR 1967-8

RESOLVED that the Agreement and Plan of Transition between The Youngstown University and the Ohio Board of Regents, and Interim Agreement between the Trustees of The Youngstown University and the Trustees of the Youngstown State University be and are hereby approved.

Item 6. Authorization of Graduate Work

President Pugsley explained briefly the processes required to gain preliminary accreditation for Masters programs from the North Central Association of Colleges and Secondary Schools, and the requirements for gaining approval of the Ohio Board of Regents. The following "Resolution on Graduate Degrees" was moved by Mr. Saunders, seconded by Mrs. Fisher, and unanimously carried:

YR 1967-9

"WHEREAS at the Thirty Seventh Annual Meeting of Trustees of The Youngstown University held on March 28, 1967, the following resolution was passed unanimously,

"RESOLVED that The Youngstown University be and it is hereby authorized to commence in the fall quarter of 1968 to engage in programs of graduate study which will lead to the granting of Masters degrees; and that the President and faculty be authorized and directed to do such things and execute and deliver such applications or other documents as they may deem necessary or desirable to the end that Masters degrees may be conferred upon satisfactory accomplishment of programs therefor of a high academic standard," and

WHEREAS further study of the fields, programs and resources applicable to such degrees has been made by the faculty and the administration,

NOW, THEREFORE, BE IT RESOLVED:

that the following graduate degrees be authorized and identified for Youngstown State University for admission of students beginning with the Fall quarter of the 1968-69 academic year:

Master of Arts (English, History)
 Master of Science (Chemistry, Mathematics)
 Master of Music
 Master of Science in Engineering (Civil, Electrical,
 Mechanical, Metallurgical)
 Master of Business Administration (Accounting,
 Management, Marketing)
 Master of Science in Education (Elementary,
 Secondary, Administration, Guidance,
 Special Education)

Item 7. Resolution on Commonality of Interest of Youngstown University and Youngstown State University and Appointment of Officers to serve both institutions jointly.

Upon motion by Mr. Ullman, second by Mr. Strauss, the following resolution was adopted unanimously:

YR 1967-10

"WHEREAS the Trustees of The Youngstown University did on August 14, 1967 officially adopt an Interim Agreement as a part of the general Plan of Agreement and Plan of Transition previously adopted by them, and

WHEREAS The Ohio Board of Regents has adopted the Agreement and Plan of Transition, and the Youngstown State University Trustees also have adopted the Interim Agreement, and

WHEREAS the commonality of interest described in these documents is reflected in all of the actions taken, and

WHEREAS it is agreed that such commonality of interest may be served best by continuing the employment of the President and Business Manager of The Youngstown University by that University, and by the State University, and that the Board of Trustees of The Youngstown University has adopted a resolution to effect such employment.

NOW, THEREFORE, BE IT RESOLVED that under action by this Board of Trustees, Dr. A. L. Pugsley and Mr. Joseph Rook, who have been appointed to serve respectively in the capacities of President and Business Manager for Youngstown State University, with the consent of this Board, hereby given, also shall serve as appointed by the Trustees of The Youngstown University as provided in the attached resolution by that Board".

Item 8. Appointment of Standing Committees

Chairman McCann appointed Mr. Ullman as Chairman of the Budget and Finance Committee and Mr. Strouss as Chairman of the Building Committee. Mr. Ullman and Mr. Strouss will each add two board members to their committees and advise the Chairman of the Board of their actions. Mr. Saunders moved and was seconded by Mr. Williams that the appointment of a Chairman for the University Goals Committee be delayed to a later meeting. The motion passed without dissent.

YR 1967-11

Item 9. Salary Budget

The salary and wages budget was presented by President Pugsley who noted that time had not been available to prepare the operating budget in addition. Mr. Saunders moved, Mr. Strouss seconded and the Board unanimously passed the following resolution:

YR 1967-12

"BE IT RESOLVED that the salary and wages budget presented at the August 15, 1967 meeting of this Board by the President of the University be approved, to be effective September 1, 1967, and that the employees of this University be notified by the President concerning their appointments as soon as practicable. The Board hereby approved the form of notification attached." (4 documents)

Item 10. Next Meeting of the Board

Chairman McCann announced the next meeting of the Board of Trustees will be held at 11:00 a.m., Monday, August 28, 1967 at the Pollock House on the University Campus.

Respectfully submitted,

A. L. Pugsley
A. L. Pugsley
Secretary Pro tem

John N. McCann
Chairman

Attest:

Secretary Pro tem

General

ELECTION OF OFFICERS

BE IT RESOLVED by the Board of Trustees of the Youngstown State University that this Board hereby elects *Mr. McChesney* as Chairman, of this Board for the year 1967-68.

ELECTION OF OFFICERS

BE IT RESOLVED by the Board of Trustees of the Youngstown State University that this Board hereby elects W. J. [unclear] as Vice Chairman, of this Board for the year 1967-68.

BE IT RESOLVED, that President A. L. Pugsley shall serve as secretary pro tem for this meeting, August 15, 1967.

Approved

Steven Brown

Board of Trustees

Bylaws

Youngstown State University

Youngstown, Ohio

August 15, 1967

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Bylaws

(Adopted August 15, 1967)

ARTICLE I. DEFINITION AND PURPOSES

As used in these Bylaws:

- A. "Board" means the Board of Trustees of Youngstown State University.
- B. "University" means Youngstown State University.
- C. "Chairman" means Chairman of the Board of Trustees of the University.

ARTICLE II. MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Regular Meetings

The Board shall meet at least quarterly each year, and at such other times as are necessary for the best interest of the University. Meetings shall be called at such times as the Board prescribes; provided, however, that one of said meetings shall be subsequent to May 15, but before July 15. At the time of adjournment of each meeting, the Board shall provide, by resolution, the time and place for the holding of the next regular meeting. The Secretary of the Board shall give written notice of said meeting to the residence or business address of each member of the Board, at least fifteen days prior thereto.

Section 2. Special Meetings

Special meetings of the Board may be called by or at the written request of the Chairman of the Board, the President of the University, or upon the written request of three members of the Board. A call for a special meeting shall specify the time and objectives thereof, although other business than that specified in the call may be considered at any such meeting. The person or persons calling said special meeting shall give written notice thereof, at least three days, or as otherwise required in these Bylaws, delivered personally or sent by registered mail or telegram with return receipt requested to the residence or business address of each member of the Board. Any Board member may waive notice of any such meeting. The attendance of a Board member at any such meeting shall constitute a waiver of notice of such meeting.

Special meetings of the Board may also be called at the request of the Chairman of the Board, the President of the University, or upon the request of three members of the Board during the course of a regularly scheduled meeting of the Board in which case the three day notice may be waived. Under these circumstances, written notification of the special meeting will be sent to all Board members.

Section 3. Place of Meetings

All regular meetings of the Board, unless the Board otherwise specifies, shall be held at the University.

The Place of a special meeting shall be specified in the call for that meeting.

Section 4. Quorum

A majority of the members of the Board, when duly convened, shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the members of the Board are present at said meeting, a majority of the members present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. At any meeting where a quorum is present, a majority vote of those present shall be required for any official action of the Board, except as otherwise required by law or by these Bylaws.

Section 5. Organization of Meetings

At each meeting of the Board, the Chairman, or in his absence the Vice Chairman of the Board or in the absence of both, a chairman chosen by a majority of the Board present, shall preside. The Secretary of the Board, or in his absence any person appointed by the Board, shall keep the minutes thereof, and otherwise perform the duties of Secretary.

Section 6. Order of Business

The order of business at all regular and special meetings of the Board shall be as follows:.

- a) Roll call
- b) Proof of notice of meeting (if a special meeting)
- c) Disposition of minutes (Minutes shall be prepared and mailed to members as soon as practicable after each Board Meeting in order that members may be prepared for discussion.)
- d) Recommendations of the President of the University
- e) Report of the President of the University
- f) Report of committees of the Board
- g) Communications, petitions and memorials
- h) Unfinished business
- i) Election of Officers of the Board as pertinent
- j) New Business
- k) Adjournment

Section 7. Parliamentary Procedure

On questions of parliamentary procedure not covered in these Bylaws, Robert's Rules of Order shall prevail.

Section 8. Business To be Considered At Meetings

a) Any proposed action which is to be introduced by a Board member which will substantially affect University policy shall be presented to the other Board members prior to the meeting at which the matter is to be considered by the Board.

b) All major appointments, and all major questions of University policy, including the annual budget, to be recommended by the President of the University shall be presented to each member of the Board prior to the meeting at which the matter is to be considered by the Board.

c) Any matter coming to the Board other than from a Board member or from the President of the University shall be presented to the Secretary of the Board at least two weeks prior to the meeting at which it is to be considered by the Board.

ARTICLE III. BOARD OF TRUSTEES - OFFICES AND ORGANIZATION

Section 1. Powers of the Board

The Board shall have the power, not inconsistent with law or by these Bylaws, to do all things necessary for the proper maintenance and successful and continuous operation of the University.

Section 2. Officers of The Board

The officers of the Board shall be a Chairman, Vice Chairman, and Secretary. The Board may appoint such other officers or employees as the interest of the University requires, such officers and employees to have the authority and perform the duties prescribed by the Board.

Section 3. Qualifications, Election, Term Of Office

The Chairman and Vice Chairman must be members of the Board. The qualifications of all other officers shall be determined by the Board. The officers of the Board shall be annually elected at the meeting of the Board first following May 15. Said officers shall take office immediately following adjournment of the meeting at which they were elected and shall hold their offices through the following May meeting of the Board and until their successors are elected and qualified.

Section 4. Chairman

The Chairman, when present, shall preside at all meetings of the Board, and perform generally all duties incident to the office of Chairman, and such other duties as may be assigned to him by the Board. The members of all committees of the Board shall be appointed by the Chairman, but all standing committees shall be subject to the approval

of the Board. Unless specifically provided to the contrary by the Board, the Chairman may assign any of his duties to another member of the Board.

Section 5. Vice Chairman

At the request of, or in the absence or disability of the Chairman, the Vice Chairman shall perform all the duties of the Chairman and, while so acting, shall have all the powers and authority of, and be subject to all the restrictions upon the Chairman.

Section 6. Secretary

The Secretary shall be the custodian of, and responsible for, the official books and records of the Board, and shall keep minutes of all meetings and proceedings of the Board in one or more books provided for that purpose. The Secretary shall give notice of all regular meetings of the Board, in accordance with the provisions of these Bylaws. He shall perform such other duties as from time to time may be assigned to him by the Board or by the Chairman.

Section 7. Legal Adviser

The Attorney General of the State of Ohio shall be the legal adviser of the Board. He shall institute and prosecute all suits in its behalf.

Section 8. Removal of Board Officers

Any officer of the Board may be removed as such officer at any time, either with or without cause, by resolution adopted by six members of the Board at any meeting thereof, the notices of which have specified that such removal action was to be considered.

Section 9. Board Committees

A. Standing Committees: Subject to the approval of the Board, YR 1968-6
 the Chairman shall appoint ~~three~~ ^{or more} three/members ~~of the Board~~
 of the following standing committees whose duties and responsibility

shall be as indicated:

1) Budget and Finance Committee:

To review and advise the Board on University budgetary and fiscal policy and management.

2) Building Committee:

To review and advise the Board as to the construction of new facilities as well as the maintenance of existing facilities.

3) University Goals Committee:

To review the University's basic roles and missions, its relation to other universities and colleges, and its relation to legal bodies; on occasion, to participate in such discussions with others of the University community who may be invited by the President of the University; and to advise the Board.

4) Youngstown State University Housing Commission:

The Youngstown State University Housing Commission was created by the general assembly as a part of amended House Bill No. 134 effective August 15, 1967, and consists of the Chairman of the Board, the President of the University and the Business manager of the University.

The Chairman of the Board and the President of the University shall be ex-officio members of all Board committees. Whereas the Chairman shall have power to vote, the President shall not have power to vote.

B. Special Committees: The Chairman may appoint from time to time such ad hoc committees as may be required for the proper and continuous operation of the University.

C. Committee Chairman: One member of each committee shall be appointed chairman of the committee by the Chairman of the Board.

D. Vacancies: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

E. Quorum: A majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

F. Rules: Each committee may adopt rules for its own government not inconsistent with these Bylaws or rules adopted by the Board.

ARTICLE IV. ADMINISTRATION OF THE UNIVERSITY

Section 1. President of The University, Faculty and Staff

The Board shall elect annually the President of the University, members of the faculty, and all employees of the University as provided under tenure and other regulations it may adopt.

Section 2. Fixing Salaries

The selection, classification, and wage scales of all personnel not otherwise under contract to the Board of Trustees, shall follow the regulations established by this Board.

Section 3. Reports To The Board - The President

A. Budget: At an appropriate time annually the President of the University shall present to the Board the budget for the ensuing fiscal year. The budget shall be presented in a form showing estimated income and the allocations for the University's major areas of expenditure in accordance with general account classifications, and shall be accompanied by a review describing the major historical changes. As may be necessary, the budget may be revised from time to time by the Board. After approval by the Board, the budget shall govern financial transactions. The

President of the University shall establish procedures for the expenditure of all appropriated funds.

In administering the budget, the President of the University may make or authorize transfers or adjustments in individual budget accounts or in local unrestricted accounts provided that no such action shall increase the total of budgeted expenditures, except that unbudgeted funds received from gifts, grants or other sources may be expended additionally to the budget.

Whenever income fails to meet budgeted income, the President of the University shall direct reductions in budgeted expenditure of a corresponding amount.

Unappropriated general funds may be expended by direction of the President of the University for a specific purpose not exceeding \$10,000. Expenditures of larger amounts from such funds must be approved by the Finance Committee.

The annual budget account classification shall include the following breakdown of expenditures.

I. Instructional and General

Departmental Instruction

Off-Campus Instruction

Instructional Services

Library

Student Services

General Expense

Operation and Maintenance of the Plant

General Administration

II. Research

III. Public Services

IV. Auxiliary Operations

V. Student Aid

Other categories of expenditures as directed by State Officers and Trustees may be instituted as appropriate.

B. Gift Administration: The President of the University shall make an annual report to the Board of all gifts received, showing the value of restricted and unrestricted gifts.

The President of the University is authorized to assign gifts to University purposes with dutiful attention to the wishes of the donors insofar as known.

C. Service Charges: The President shall fix and announce a schedule of administrative service charges. No compulsory service or rental charges shall be imposed until after announcement by the President's Office.

D. Revisions of Fees and Other Charges: From time to time, at least once a year, the President of the University shall recommend to the Board a continuation or revision of the registration, or comprehensive fees; service charges; rental charges, room and board charges; dues; and assessments as recorded in the Fee Register, or entailed in the operation of the various University auxiliary agencies and enterprises.

Section 4. Reports To The Board - Other Officers

A. Purchase of Insurance: (1) After July 1 of each year the President of the University shall cause to be prepared a report that tabulates all insurance policies in force, including coverage, premiums, and agents servicing these policies. This report shall include, but is not limited to, general, fire, liability, bonds, property, automobile,

comprehensive, medical and hospitalization contracts, or any other policy for the protection of Youngstown State University's personnel and property.

(2) Every third year on a staggered program the officers of the University shall seek proposals or bids on each policy except those in which the University has a vested interest in reserves or accumulated deposits.

(3) All premiums and policies shall be on a guaranteed cost basis not subject to assessment.

(4) In securing insurance, the financial strength of the insuring company, its ability to provide service, approval to do business in Ohio, and others may be among the factors to consider along with bid quotations.

(5) All insurance shall be purchased through the Business Manager subject to the approval of the Board of Trustees.

B. Inventory of Real Property: At the close of each fiscal year the Business Manager shall prepare an inventory of all real property managed, owned, leased, rented, or under option to the University. This report shall include acreage held, an estimate of land and building values, general statement on the condition of the physical plant, property and liability insurance policies in force, and such other details as may be directed by the Board of Trustees or the President of the University.

C. Waiver Of Student Fees: Under the regulations of the University governing fee waivers, the President shall provide a summary of this activity in a report to the Board.

D. Annual Financial Report: At the end of each fiscal year the Business Manager shall prepare a comprehensive Financial Report which shall be presented to the Board. The report should summarize all

financial transactions, note historical shifts in fund balances, and tabulate expenditures in accordance with generally accepted accounting principles.

Section 5. Purchasing Practice

Where the cost is \$1,900 or more, the purchase of equipment and supplies shall be awarded to purveyors through competitive bidding. The Business Manager shall advertise for competitive bids by notice to competing firms, persons, or corporations producing or dealing in the needed supplies or equipment. The notice shall state time and place of bid opening, the terms of the proposed purchase, an itemized list including quantities to be purchased, and the conditions under which bids are to be received. The Business Manager may require bond in such sums as it prescribes in order to insure faithful execution of the contract. Any or all bids may be rejected for good cause. Contracts generally shall be awarded to the lowest bidder, but the University may award the contract to other than the lowest bidder if quality of equipment, compatibility of equipment, or other factors shall be of sufficient importance to govern the selection. This regulation applies to all purchases under University jurisdiction regardless of the source of the funds.

ARTICLE V. UNIVERSITY ORGANIZATION

Section 1. Auxiliary Agencies

As recommended by the President and approved by the Board, certain University operations, whose income includes substantial amounts of other than imposed fees or appropriated revenue, shall be designated as auxiliary services. For budgeting purposes, an auxiliary service is a fiscal entity. The manager or supervisor of each shall prepare an annual report under the direction of the Business Manager including a

balance sheet of income and expenditures and a description of the operation for the year in review.

Except for those auxiliary activity accounts otherwise restricted, there may be a transfer of balances among them or to other University purposes as directed by the President with the approval of the Finance Committee.

The rental policies of the University as approved by the Board of Trustees also apply to all auxiliary activity facilities.

ARTICLE VI. INSTRUCTION AND DEGREES

Section 1. Degrees And Certificates

Degrees, titles and certificates shall be awarded by the Board upon recommendation of the University faculty, transmitted to the Board by the President of the University. All diplomas issued to those receiving degrees and titles from the University shall be signed by the Chairman, the President of the University, and the Secretary of the Board. Facsimile signatures may be used.

ARTICLE VII. MISCELLANEOUS

Section 1. Gifts

The Board may accept gifts of money, real and personal property and shall administer same according to law.

Section 2. Appearances Before Governmental Offices

Subject to specific control by the Board, the preparation and presentation of requests for appropriations from the State of Ohio, and all official dealing on behalf of the University with all federal, state, and local government offices, boards, and agencies shall be under the direction of the President of the University. Unauthorized appearances before federal, state, and local government offices, boards, and agencies

are hereby prohibited.

Section 3. University Facilities

A. Construction and Maintenance: All proposals submitted by the President of the University for the construction of new buildings, the remodeling of older structures, and the purchase of new properties, shall be reviewed by and subject to the approval of the Board.

B. Naming Of Buildings: University buildings and structures shall be named by the Board following recommendations submitted by the President of the University.

C. Public Use: The use of University facilities shall be governed by such rules and regulations that may be promulgated by the Board.

ARTICLE VIII. BYLAWS, RULES AND REGULATIONS: THEIR
PROMULGATION, AMENDMENT AND REPEAL

Section 1. Statement of Purpose

These bylaws, including additions or amendments, outline the major administrative and governing functions of the Board of Trustees. Detailed rules, regulations, and ordinances for the operation of the University may be enacted or amended by action of the Board of Trustees or may be promulgated by the President of the University provided such shall not conflict with regulations or bylaws of the Board of Trustees.

Section 2. Rules And Regulations; Promulgation, Amendment And Repeal

Detailed rules and regulations for the organization, administration, and operation of the University may be promulgated, amended, and repealed by the Board, in consideration of recommendations of the President of the University.

Section 3. Amendments To Bylaws

These Bylaws may be altered, amended, or repealed and new

Bylaws may be adopted by the Board at any regular meeting of the Board, and at any special meeting of the Board if at least fifteen days written notice is given of intention to alter, amend, or repeal, or to adopt new Bylaws at such special meeting.

Section 4. Ohio Board of Regents

Except as expressly provided in Chapter 3333 of the Revised Code of Ohio, establishing the Ohio Board of Regents, nothing in such chapter shall be construed to deprive the Board of the duties and powers conferred upon them by the law in the government of the University.

REGULATIONS OF THE BOARD OF TRUSTEES

GOVERNING ACADEMIC ADMINISTRATION

I. OFFICERS OF ACADEMIC ADMINISTRATION

SECTION 1. President of the University.

The Board shall elect a President of the University to hold office at the discretion of the board.

The President shall be the executive head of the University in all of its departments, and to him is committed the general supervision of all its interests, and he may act with freedom along the lines of general policy approved by the Board. He shall lead in fostering and in promoting education, research and public service as the primary aims of the University. He shall be a member of, and preside at, all meetings of the University faculty, the University Faculty Senate, and the University Administrative Council, and be responsible for the carrying out of all measures officially agreed upon by the faculties, and of such matters concerning the internal administration of the University as the Board may issue. He shall provide appropriate reports on the activities, conditions, current and future needs of the University, together with such other data as he may see fit to present to the Board.

The President shall be an ex-officio member of each college or school faculty, and it shall be his right and duty to preside at every meeting thereof, should he choose to do so. He shall appoint or delegate the appointment of all committees and councils unless the membership has been designated by rule. He shall have the power of nominating for appointment by the Board all administrative officers and all faculty and staff members. He shall attend all meetings of the Board and address the Board upon all subjects connected with the University. He

shall have the exclusive right to transmit all communications from the University, and be the official medium of communication between the faculties, staff, and administration, and the Board and its committees. He shall have the right to recommend to the Board the establishment and/or vacation of professorships and other positions in the several colleges, schools, departments and administrative structure.

He shall have ultimate authority in all matters of student discipline in accordance with the rules and regulations adopted by the faculty and the Board. He shall draft an annual budget as provided in Section 41 and advise the Board in all matters of expenditure. He shall represent the University in matters relating to the Ohio State Board of Regents and the General Assembly. He shall preside at Commencement and upon all other public academic occasions, conferring such degrees and honors as are granted by the University, and shall sign the diplomas and certificates.

He shall appoint, with approval of the Board, such other administrative officers as are necessary to carry out effectively the operation of the University and delegate to them certain functions with the authority necessary for their proper discharge, but the final authority and responsibility for the administration of the University shall rest with him.

SECTION 2. Dean of the University

The Dean of the University shall be appointed by the Board upon the recommendation of the President and shall hold office at the discretion of the President and the Board. He shall be responsible to the President for the supervision of the academic functions of the University in accordance with the policies and rules established by the Board and the President. He shall serve as acting President in the absence of the President of the University, and be an

ex-officio member of each faculty and division group.

Among his duties shall be to: Coordinate and approve all official University publications prior to their issue; supervise the operation and services in the Admissions Office and the Registrar's Office; coordinate the academic offerings of the various colleges, and schools, and the academic research activities of the institution; take primary responsibility for the standards, selection and employment of faculty and staff, and for the preparation of the annual budget; submit reports concerning the activities, affairs, and needs of the operations under his jurisdiction; supervise the University Computer Center and the University Library, chair the Academic Council which is advisory to him, and perform such other duties as may be assigned.

SECTION 3. Dean of the Graduate School.

The Dean of the Graduate School shall be appointed by the Board upon recommendation of the President. He shall be responsible to the President through the Dean of the University, and shall hold office at the discretion of the President and the Board. He shall be responsible, in cooperation with the Deans of the various colleges, for the general supervision of graduate work.

Among these duties shall be to: encourage the several colleges and schools to develop quality programs of graduate study; identify those faculty members who qualify for teaching graduate courses; administer the admission procedures to graduate work, the prerequisites for graduate study, the requirements for graduate degrees, the counseling and registration of graduate students; transmit to the faculty for action the names of candidates proposed for graduate degrees by the Deans and the faculties of the respective upper colleges and schools; supervise the graduate teaching internship and fellowship programs;

stimulate and coordinate basic and applied research programs and assist the faculty in developing grant proposals; develop an appropriate committee structure for the graduate school; conduct an in-service program for the graduate faculty for graduate teaching assistants; submit reports as requested by the President concerning the activities, affairs, and needs of his School, and perform such other duties as may be assigned.

SECTION 4. Deans of the Upper and Professional Schools and Colleges.

Each Dean of a degree-granting school or college shall be appointed by the Board upon recommendation of the President and shall be responsible to the President through the Dean of the University. He shall hold office at the discretion of the President and the Board. He shall be the administrative head of his respective college or school and shall be charged with the general supervision of all its interests, in accordance with the policies and rules established by the Board, the President, the University Senate, the Graduate School, and the University faculty.

Among these duties shall be to: recommend the appointment, salary, tenure, promotion, and dismissal of faculty members after consultation with appropriate heads of departments; promote the general welfare of his faculty and students; supervise the curricula, courses and methods of instruction and work to improve them; direct the attention of the faculty to trends and changes of educational thought and practice; develop and formulate policies for improvement of his college or school for consideration of the University Senate and his faculty; counsel with students; act upon student promotions to his college; supervise the registration of his students; administer rules and regulations established for the academic progress, promotion, and discipline of his students; coordinate with the Dean of the Graduate School programs of instruction and research on the graduate level in his college or school; approve the schedule

of courses and examination as prepared by the Registrar; transmit to the Dean of the University the budget recommendations of his college or school as developed in conference with the heads of the departments; take reasonable precautions for the safekeeping of all instructional supplies and equipment of his college or school; call meetings of his faculty from time to time to transact college or school business; appoint members in such standing of special committees of his faculty as may be established or authorized; administer policies, rules, and regulations as instructed by his faculty; submit such reports to the President concerning the activities, affairs and needs of his college or school as are requested, and perform such other duties as may be assigned.

SECTION 5. Dean of the Student Affairs.

The Dean of Student Affairs shall be appointed by the Board upon recommendation of the President and shall be responsible to the President. He shall hold office at the discretion of the President and the Board. He shall administer the student services and student affairs including non-academic discipline as indicated and defined by the President in all divisions of the University. Responsible to him shall be the Dean of Women and the Dean of Men.

Among these duties shall be to: administer the educational vocational and personal counseling programs; direct all extracurricular activities except athletics; supervise the testing and counseling services, vocational placement, student housing, the Kilcawley Student Center, and the Health Service in cooperation with the Business Manager who has financial responsibility for housing and the Kilcawley Student Center; maintain the University social calendar of events; assist the various organizations of student government and student activities in their programs; submit reports requested by the President con-

cerning the activities affairs and needs of the operation under his jurisdiction, and perform such duties as may be assigned.

SECTION 6. The Registrar.

The Registrar shall be appointed by the Board upon the recommendation of the President, and shall be responsible to the President through the Dean of the University. The Registrar shall hold office at the discretion of the President and shall administer student registration and classification, be responsible for the preparation and maintenance of student academic records, prepare class and examination schedules from materials supplied by the various Deans in accordance with the rules and policies of the Board, the President and the University Senate. The Registrar shall submit reports as requested by the President concerning the activities, problems and needs of the operation under his jurisdiction and perform such other duties as may be assigned to him by the President.

SECTION 7. Director of Admissions.

The Director of Admissions shall be appointed by the Board upon the recommendation of the President and shall be responsible to the President through the Dean of the University. He shall hold office at the discretion of the President. He shall supervise the admission of students in accordance with the policies and rules established by the Board, the President, and the University Senate. He shall submit reports to the President as requested concerning the activities, affairs and needs of the operations under his jurisdiction and perform such other duties as may be assigned.

SECTION 8. Director of Library.

The University Director of Library shall be appointed by the Board upon recommendation of the President and shall be responsible to the President

through the Dean of the University. He shall hold office at the discretion of the President.

Among his duties shall be to: act as administrative head of the University Library and be charged with the general supervision thereof; with the advice of the University Library Committee establish policy and allocate available funds for the University Library use among the colleges, schools and departments; recommend appointments to, and dismissal from his staff; purchase, classify, catalogue and prepare for circulation all books and periodicals; take reasonable precautions for the preservation and safeguarding of all books, documents, equipment, and other property under his jurisdiction; submit to the President such reports as are requested concerning the activities, conditions, and needs of the University Library; offer students and faculty such formal and informal aids of the University Library as the occasion demands.

II. ORGANIZATION OF INSTRUCTION

SECTION 9. Organization of Instruction.

The Youngstown State University is a state university operating under the laws of the state of Ohio and comprises of the following colleges and schools as divisions of instruction:

- The College of Arts and Sciences
- The William Rayen School of Engineering
- The School of Education
- The School of Business Administration
- The Dana School of Music
- The Graduate School

Additional colleges, schools and divisions or departments may be established, altered, or abolished by the Board upon recommendation of the President.

SECTION 10. College Faculties.

Each degree granting college or school shall be governed, subject to

the rules of the Board and the University Senate, by a faculty consisting of the President of the University, the Dean of the University, the Dean of the Graduate School, the Dean and such professors and associate professors, assistant professors and instructors of the several colleges and schools as may be appointed thereto.

The functions of the faculty of a college or school shall be to prepare and recommend to the University Senate appropriate curricula and courses for the college or school, changes in departmental or divisional organization, requirements for admission and graduation from the college or school, and candidates for degrees, certificates and titles. The faculty shall encourage the improvement of teaching and scholarship. The faculty shall meet at stated times or upon call of the President or Dean.

SECTION 11. Graduate Faculty.

The Graduate faculty shall consist of the President of the University, the Dean of the University, the Dean of the Graduate School, the Deans of the degree granting colleges or schools, and other faculty members qualified to teach graduate courses as determined by the Dean of the Graduate School and the Graduate faculty.

The Graduate faculty shall meet at stated times or upon the call of the President or the Dean of the Graduate School. It shall recommend standards for admission to graduate work, standards and requirements for the various graduate degrees, and rules and procedures to give uniformity to the quality of graduate instruction throughout the University.

It shall make recommendations concerning curricular activities required for graduate degrees and make suggestions to the departments concerning courses for graduate credit, act on candidates proposed for graduate degrees by the

Deans and faculty of the respective degree granting colleges and schools, and recommend to the University the award of such degrees as the faculty of the college or school may approve.

It shall encourage the development and improvement of graduate work and research.

SECTION 12. University faculty.

The University faculty shall consist of the President of the University, who shall be the presiding officer, the Dean of the University, the Deans, all persons giving instruction for college credit in the University, and such members of the administrative staff as may be assigned thereto. It meets at the beginning of each academic year and such other times as may be seemed desirable. Voting power shall be limited to administrative officers, deans, and full-service professors, associate professors, assistant professors, and instructors.

The University faculty shall be constituted of two groups, the Full-Service Faculty and the Limited-Service faculty. Members of both groups are granted academic rank appropriate to their academic preparation, their reputation as scholars, their experience and their responsibilities.

SECTION 13. University Senate.

The University Senate of the University faculty is a legislative body thereof and the Board empowers it to formulate suitable rules, requirements and procedures for the admission, government, management, control of students, courses of study, granting of degrees and certificates, and other internal affairs of the institution necessary to meet the objectives of the University in accordance with the established policies of the Board and subject to final approval of the Board.

The University Senate shall consist of the President, the Dean of the University, the deans of the colleges and schools, the heads of the academic departments therein, and such other persons as may be elected under the constitution and Bylaws of the Senate.

It shall adopt such procedural methods as are necessary for the transaction of its business, and shall authorize standing and special committees consistent with the Bylaws and Regulations of the Board.

The President of the University shall preside at Senate meetings or he may delegate this responsibility to the Dean of the University. The Senate Council shall appoint the members and chairmen of the standing committees. The President of the University shall appoint the members of special committees of the University Senate as requested by the Senate, and shall see that the rules, regulations and procedures adopted by the University Senate are administered effectively.

SECTION 14. Senate Council.

The Senate Council is the executive council of the University Senate, and is the body designated to act for the University Senate in the intervals between regular meetings of the latter body. Its membership shall be determined as given in the Bylaws of the University Senate. Matters of the several college and school faculties are reported to the Senate Council for coordination of general University policy. The Senate Council also serves as an advisory committee to the President. The Senate Council is composed of nine elected members.

SECTION 15. Departmental Staff.

The departmental staff is composed of all faculty members teaching subjects of instruction allocated to the department. The head or chairman of

the department is appointed by the President upon the recommendation of the Dean of the college or school and the Dean of the University. He shall be the administrative head of the department, and shall prepare and recommend to the Dean of the College or School of which his department is a part any changes in curricula or courses, requirements for admission and standards of academic achievement for graduation. He shall be responsible for the administration of the budget of his department and have primary responsibility for initiating recommendations concerning salary increases, promotions, selection and dismissal of faculty, and the general improvement of teaching, research, and scholarship within the department.

III. ACADEMIC PERSONNEL

SECTION 16. Appointments and tenure.

Without limiting the authority of the Board as conferred and defined by law to act in such matters upon its own motion, the following principles and rules shall govern full-service faculty appointments and tenure:

a. Full-service instructors, assistant professors, associate professors, and professors shall be appointed by the Board upon recommendation of the President of the University on an annual basis until indefinite tenure is achieved. Each shall receive annual notices of reappointment if his continued service is desired. Ranks and tenure held as of August 15, 1967 will continue to be honored but changes in rank and new appointments will be governed by the following: The rank of full-service instructor will be granted only to those who have given presumptive evidence of becoming good teachers through the completion of an academic program leading at least to a master's degree or through professional or practical experience equivalent to such academic background. Appointment to the full-service instructorship carries with it the possibility of reappointment but includes no right to permanent or continuous tenure, or to

further reappointment, or to promotion to an assistant professorship.

The rank of full-service assistant professor will be granted only to those who have proved their work as teachers and have given evidence of capacity for productive scholarship. An assistant professor should possess the maturity and attainment in the field of scholarship in which the doctor's degree is testimonial. There is no presumption in appointing as assistant professor that he will be later promoted, nor does reappointment as assistant professor imply any subsequent appointment at a higher rank. Appointment as an assistant professor here carries with it the presumption of continuous tenure under either of the following conditions: 1) If the appointment is for the sixth year as a faculty member at this University, or 2) If the appointment is for the third year as a faculty member at this University and follows a term of three years or more as a faculty member at one or more institutions of higher education other than this University at a rank of a full-service instructor or higher.

Associate professor-- The rank of full-service associate professor is granted only to those who, in addition to all the qualifications for assistant professorship, have an unusual contribution to make to the University through the excellence of their teaching, productive scholarship, or other educational services. There is no presumption in appointing an associate professor that he will be later promoted, nor does reappointment as an associate professor imply any subsequent promotion to a higher rank. Appointment as an associate professor here includes the presumption of continuous tenure under either of the following conditions: 1) If the appointment is for the sixth year as a faculty member at this University, or 2) If the appointment is for the third year as a faculty member at this University and follows a term of three years or more as a faculty member in one or more institutions of higher education other than this University at a rank of assistant professor or higher.

Professor-- The rank of professor should be granted only after careful consideration of the individual character, scholarship, productivity, teaching ability, and reputation among colleagues in his own field and other members of the faculty in guiding students to worthy achievements. It is granted only to those persons who have been so tested that there is reasonable certainty of their continued usefulness throughout the remainder of their working career. It is reserved as a mark of distinction in the field of scholarship and instruction. Appointment as professor here carries with it the presumption of continuous or permanent tenure under either of the following conditions: 1) If the appointment is for the sixth year as a faculty member at this University, or 2) If the appointment is for the third year as a faculty member at this University and follows a term of three years or more as a faculty member in one or more institutions of higher education other than this University with a rank of associate professor or higher.

Limited Service Teachers-- All limited service teachers are designated by rank according to their professional qualifications. Limited service teachers are not eligible for tenure or retirement benefits and are employed only as needed in the instructional program of the University.

Loss of tenure-- The circumstances under which tenure may be forfeited shall be determined by the President in consultation with the Dean of the University, the dean of the college or school concerned, the Dean of the Graduate School, the chairman of the department concerned, and two elected members of the Senate. Appointments of indefinite tenure mean that reappointment each year is not necessary. Persons placed on indefinite tenure shall receive formal notice thereof. If indefinite tenure is not to be granted at the conclusion of the probationary period notice of dismissal will be given March 15

of the academic year which completes the probationary period.

Faculty and administrative appointments, other than those of limited service faculty or unless specifically indicated in the contract by the President, are regarded as requiring full time service to the University. All outside activities, whether for compensation or otherwise, must not be performed at the expense of the individual's university responsibilities. Such activity may be undertaken only with the full understanding and approval of the department head, of the dean of the college, or school and of the Dean of the University in the case of faculty members, or by the individual's administrative superior in the case of staff members. All such approvals must be reported to the President.

An appointment for the academic year means that the faculty member shall render service for the three quarters of the academic year beginning with the orientation period of the Fall quarter and concluding with responsibilities attendant to the activities of the third quarter including Commencement. Full-service faculty appointments are for the academic year unless otherwise noted. Limited service faculty appointments are by the quarter. Department heads, deans, and administrative officers of the University, together with certain other administrative employees, are employed on a 12 month basis. They are expected to perform normal duties of teaching, research, and administration. During this time they are entitled to one month annual leave which may be taken usually when the University is not in session.

SECTION 17. Promotion.

Evaluation of the competencies of each faculty member are made annually to determine his effectiveness in the performance of his duties. These evaluations are based upon the level of his scholarship, the quality of his teaching, the amount and value of continued advance study, the worth of his research and publications, the professional recognition he has achieved, his participation in civic

activities, his personality, character, attitudes and such intangible factors that are of value to the University in its educational objectives and programs.

Promotions are recommended in writing to the dean of the school or college by the department chairman. The department chairman will confer with the full service faculty members in his department who hold a rank equal to, or higher than the rank proposed for the individual under consideration. Each recommendation is to be supported by an appropriate recital of accomplishment. The department chairman's recommendation need not be the same as the members of the department but if there is a difference this should be noted. The recommendation, appropriately supported by a recital of the qualifications and accomplishments of the person being nominated, will be forwarded by the dean of the school with his review and recommendations to a committee chaired by the Dean of the University. This committee shall have as its members the Dean of the University, the Dean of the Graduate School, the dean of one school or college on a rotating basis of one year of service, and two faculty members appointed by the Senate Council. The committee will meet in February of each year and recommendations that are approved will normally be incorporated in the next annual budget.

SECTION 18. Termination of appointment

The appointment of a faculty member not on indefinite tenure may be terminated by the Board provided that notice is given by March 15.

An appointment of a faculty member on indefinite tenure may be terminated by the Board for cause. Such faculty member may request a hearing on the reason for his dismissal before the Board or before the Senate Council, or both. In case of dismissal, one year's notice shall be given, except in cases of conduct involving moral turpitude.

Nothing herein contained shall prevent the Board from terminating an appointment in case of retrenchment necessitated by financial exigency or the termination of a program or function.

SECTION 19. Leave of Absence.

Leave of absence may be approved as -- leave without pay or as sabbatical leave.

a. Leave without pay-- Leave without pay may be granted when the faculty member and the University agree that the leave will add to the individual's professional competence and subsequent value to the University, and when the department can make temporary arrangements to carry on the functions ordinarily performed by the individual during the period of leave. Leave without pay may be granted when necessary for reasons of health, or occasionally for personal reasons. Leave without pay will normally not exceed one fiscal year, but it may be renewed. If leave without pay is granted, the University agrees to re-employ subject to the same conditions which would have prevailed had the person not taken leave. The individual granted leave without pay agrees to and is expected to return to the institution on the completion of leave. In general, applications for leave without pay should be made in time to be included in the annual budget. Short term or emergency leave without pay applications may be considered as special cases.

b. Sabbatical leave--Full Service Faculty members and administrative officers who have served continuously for six years or longer at this University may, upon the recommendation of the President, be granted leave of absence with part pay for a period of not to exceed one year for purposes of advanced studies, securing appropriate industrial or professional experiences, pursuing research or other approved purposes. The number of faculty members to whom leave of absence with part pay may be granted in any fiscal year shall not exceed five

percent of the number of persons on the full-service faculty payroll for that year. No faculty member or administrative officer will be granted leave of absence at part pay who does not agree to return to service of the institution for a period of at least two years following the expiration of the period of leave; or who, on failing to return to the institution or to remain in service for the timespecified, does not agree to refund to the University the amount paid to him on leave in proportion to the time which he failed to serve. Applications for leave of absence with part pay should be made in writing with the program and purpose of the leave clearly stated and submitted by January 1 prior to the year proposed in order that they may be considered when the annual budget is prepared. Any requests for such leave after the budget has been prepared will place the burden of justification upon the individual with the probability that it will be acted upon unfavorably.

During a period when a faculty member is on such leave he does not accumulate either sick leave or annual leave. Leave of absence with part pay may be taken only during periods of regular employment. A 9 month faculty member would be eligible for a sabbatical for one, two or three quarters. The fact that a faculty member may have had supplementary summer employment does not affect his status as a 9 month faculty member. No leave at part pay will be awarded 9 month faculty the summer quarter or for services rendered during the summer quarter.

Faculty members who have rendered two full academic years of service are entitled to request one quarter at half pay. Those who have rendered four full academic years of service are entitled to request two quarters at half pay. Those who have rendered six full academic years of service are entitled to request one full year at half pay. Twelve month employees have proportional benefits. Alternatively, faculty members who have rendered four academic years of service are entitled to request one quarter at full pay.

Such leave is not granted as reward for past services, but is regarded in the context of mutual benefit to the University and the faculty member as a preparation for future responsibilities. Since leave at part pay is intended to provide opportunity for the individual to experience a new environment, it will not be awarded to persons who wish to remain in the Youngstown area for their sabbatical period, nor will such leave be approved for persons engaging in paid employment during the period, except that faculty pursuing courses of graduate or post doctoral work may accept appointments as fellows graduate assistants, graduate research assistants, etc. In the event that the remuneration for such services when combined with the leave exceeds the amount budgeted for the individual faculty member's salary had he remained the University's contribution will be reduced by that amount.

SECTION 20. Sick Leave.

Each full-service faculty member and members of the administration earns one and one quarter days of sick leave for each calendar month of service. Sick leave may be accumulated to a maximum of 90 days for 9 months teaching faculty, and 120 days for 12 months faculty and administrative personnel on a 12 month basis.

During a faculty member's absence for brief illness the other members of the department will be expected to assume the faculty member's load. In cases of prolonged illness the University will arrange and pay for a substitute. No member of the faculty shall absent himself from his proper duties at the University for any cause other than sickness except by permission of the President, submitted through his dean or administrative superior and accompanied by their recommendation.

SECTION 21. Academic year and vacations.

Full service faculty members on a 9 month basis shall begin duty with

the opening of the orientation period of the fall quarter and continue through the activities attendant to the closing of the third quarter including Commencement. During periods of student recess, or between quarters, faculty members shall be available as needed but a lighter schedule of operation is in effect. Faculty members on a 12 month basis shall have one calendar month of vacation or its equivalent in several parts, to be arranged at their convenience and at the convenience of the University. They shall advise the dean of their college or their administrative superior in advance concerning the time that they wish to be away. Ordinarily 12 month faculty members will arrange to take their vacation periods at times when the University is not in session. Vacation time may not be accumulated for more than one calendar month of time and that accumulated from the previous fiscal year must be used by January 1 of the year following.

SECTION 22. Retirement.

Effective July 1, 1968 all employees of the university shall retire at the end of the fiscal year in which they shall have attained the age of 68. Subject to the wishes of the individual, the University and the Board an extension appointment may be granted on an annual basis for two additional years, but in no case beyond the fiscal year in which the individual reaches the age of 70.

SECTION 23. Retirement allowance, pensions, insurance benefits. *See Resolution R1967-14 for replacement §.213*

All full-service teachers and full time administrative personnel are eligible for participation in the University retirement programs. Full-service faculty and administrative personnel who join the institution for the first time may participate in the TIAA-CREF Program after one year of service, or if they have participated in this program at the institution from which they come they may begin their participation immediately. The program is vested in the teacher's name. Other employees are covered by the State Retirement Program *and/or* Social Security. The University also provides at no cost to the individual Blue Cross, Blue Shield,

major medical, and life insurance programs and a salary guarantee disability program. Retirement provisions, insurance disability and other benefits are described in booklets that are obtainable in the business office of the University.

SECTION 24. Resignations

Any faculty member or members of the administrative staff who proposes to resign from the University should give official notice at the earliest possible date to obviate serious embarrassment and difficulty to the University in filling the vacated position. In general, intention to leave the services of the University should be made known to the University before the budget for the ensuing year has been prepared in order that the change may be reflected in the budget.

IV. UNIVERSITY RESEARCH COUNCIL

SECTION 25. University Research Council.

The University Research Council shall be responsible for the stimulation and coordination of faculty research, sponsored research, and contract research activities on the campus. The chairman and other members of the Research Council shall be appointed by the President of the University.

V. UNIVERSITY RESEARCH, COPYRIGHT AND PATENT POLICY

SECTION 26. University Research Policy.

It is a policy of the University with reference to all creative endeavors of its staff members and students conducted on its time or with its facilities, to recognize the interests of the University, the staff member, student, sponsor, and other cooperating or participating agencies. However, the Board reserves the right to administer such equities consistent with the public interest as determined by said Board from time to time.

a. Copyrights - The University wishes to encourage its faculty members to engage in professional writing of all kinds including scholarly articles and books, text books, laboratory manuals, and other appropriate expressions as part of their normal activities, and regards royalties from such writings as belonging to the author or authors except where the writing is prepared as an assigned project; in which case it is the property of the University and shall be assigned to the University or its designee. No royalties may be charged for copies of a publication resulting from an assigned project and sold to this University or its students. Otherwise royalties from other sources

including commercial publishers shall be paid as the author or authors may designate.

b. Patents - Any one who believes that a process or invention resulting from a University sponsored research project is patentable should present the matter to the University Research Council for recommendation of whether the Youngstown Educational Foundation should apply for a patent. If the recommendation is favorable the Foundation will proceed. If the recommendation is unfavorable the inventor himself may patent the invention, subject to the right of the University to publish any data obtained in the research project.

Patents obtained by the Foundation are assigned to it. After the cost of obtaining the patent has been recovered by the Foundation, ten per cent of the gross income is paid to the patentee. The balance of any funds accruing to the Foundation is used to finance the activities of the Foundation to sponsor further research at the University. An outside party paying all costs of the research project including overhead, salary of the investigator, rent for the space used for equipment, etc. is entitled to have all patents assigned to that party, but the University still reserves the right to publish all data of fundamental value to science and technology.

c. Publications - Results obtained through research and scientific investigation which have been sponsored and conducted as a University project, including graduate and undergraduate theses, shall not be published without the authorization of the President of the University or his designee.

d. Policy Regarding Unofficial Employment - Since the continued value of a faculty member is to a high degree dependent upon his growth as a creative worker in his field, it is desirable that he be encouraged to carry on

constructive professional work, to support professional organizations both national and local, and to contribute to public service. Such efforts, if rightly undertaken, will not only increase the value of the individual as an educator but also will afford the University legitimate and desirable recognition. However, in publicizing official work a conscious effort should be made to avoid the exploitation of trivial results or the dissemination of misleading or exaggerated statements.

Since the primary obligation of full-service faculty members is to the University, he should hold paramount in arranging outside appointments the duty of maintaining the quality of his university work, avoiding the dangers of overtaxing his energies with an undue burden of outside activities, and adhering to instructional schedules and other definite university commitments including student counseling.

e. General Conditions and Restrictions - The following general conditions and restrictions will be observed with interest for all parties concerned.

(1) Research will be of a type to enhance the reputation of the principal as a scholar and the University as a seat of highest learning.

(2) Research will be restricted to the type of work for which the University has or can provide adequate staff and facilities.

(3) Research may be of two kinds. These are contract or sponsored research and faculty research.

(4) The University does not pay salary or wages for work done by a candidate for academic credit leading to a degree; however students pursuing degree programs may receive University awards, scholarships or

fellowships.

f. Contracts or Sponsored Research.

(1) The Dean of the Graduate School shall coordinate all contract or sponsored research.

(2) Faculty members who have such research in mind shall consult the Dean of the Graduate School concerning the approach to industry, business or government.

(3) All contracts shall be approved by the President of the University or those to whom he may designate for contract clearance before any work thereunder is begun or any commitments are made.

(4) There may be an advisory committee appointed by the President in the research areas he deems necessary.

(5) A faculty member shall have the right to accept or decline participation in any research contract before the contract is consummated.

(6) Compensation for faculty engaged in research contracts shall in all cases be at the rate of his regular university salary. The University is thereby reimbursed for the appropriate portion of a full load, and the funds released by the portion of the faculty member's salary shall provide temporary replacement for teaching or other activities. Faculty members doing contract or sponsored research during the summer months shall be paid for the proportional time so spent at the same rate as in the academic year, but the combined salary for teaching and contract sponsored research shall not exceed the regular monthly rate of the preceding academic year. No nine month faculty member may be reimbursed for more than two months of summer service. In general the same regulations will

apply to external support and contracts for service and training programs as specified in Research Contracts.

(7) Graduate assistantships should be used to facilitate contract research whenever such research work and funds for its support are available.

g. Faculty Research - It is a part of the professional development of each full service faculty member to keep abreast of progress and developments in his field, to broaden his horizons by further reading and contacts within his profession, and within the time limits available to him to engage in productive scholarship and/or research. It is the expectation of the University to provide faculty loads of sufficient moderation to permit limited amounts of such activity on the part of all full-service faculty members. When a particular research area or scholarly enterprise would require more time than the faculty member can give with a normal load, the University will, for approved projects only, consider providing a limited adjustment of the faculty members' load for that specific purpose. In order to participate in such a program the faculty member shall obtain approval from the head of his department, the dean of his college or school, and the Dean of the Graduate School.

A written statement setting forth the nature of the research and the time the faculty member proposes to devote to the problems shall be provided in the request with an evaluation of the equipment and other needs required to support of the research. The research undertaken shall not interfere with the normal use of University facilities by students or by regular instructional programs of the University.

h. Privately Sponsored Research - Faculty members may not undertake privately sponsored research involving the use of University facilities except as provided under contract research in which the University is the principal agent.

i. Consulting and Other Outside Services.

(1) Full-service faculty may accept consulting and other professional positions consistent with the standards of their profession. In accepting outside employment the faculty member will carefully distinguish between work for which the University is responsible and work involving him as an individual. Compensation for work in which the University is interested and directly responsible will be paid for through the University. Outside agencies or individuals employing faculty members for professional work on a consulting basis in which the University is not responsible may pay funds directly to the faculty member. The extent of consulting activity shall be made known to the department head and dean. Outside research and consulting activities shall not interfere with the teaching and community responsibilities of the faculty member.

j. Using the Name of the University.

(1) In private consulting work by the faculty the faculty member may mention that he is a member of the University faculty. However, the University's name shall not be used in advertising. When reports are made of faculty research or publications the name of the University may be used. For contract or sponsored research of the University there is no limitation on the use of the University's name except such limitations as may be imposed by the Board.

VI. STUDENTS

SECTION 27. Students.

The requirements for the admission of students to the several colleges and schools of the University, including rules governing their matriculation and registration, and policies with respect to attendance, examinations, grades, dismissal, reinstatement, requirements for degrees and certificates, shall be such as may be prescribed by the faculty and respective colleges or schools, subject of the approval of the University Senate and the Board.

Extracurricular activities of the University students shall be under the supervision of the President of the University. He may, at his discretion, delegate this supervisory power to other administrative officer or officers.

VII. DEGREES, TITLES AND CERTIFICATES

SECTION 28. Conferring of Degrees, Titles and Certificates.

a. Upon the recommendation of the Academic deans and the Senate, the President may recommend to the Board of Regents that the University be permitted to confer an honorary degree on certain individuals. The University shall grant relatively few such degrees and then in recognition of an extremely important contribution to the welfare of mankind. The recipient must be present to receive the degree in person at a regular commencement or at a special convocation.

b. Posthumous degrees - The University will award a posthumous degree to a student only if he has satisfactorily completed all requirements for the degree before his death.

c. Degrees and titles shall be granted by the Board to candidates recommended by the respective faculties and the University Senate as having fulfilled the requirements thereof. They shall be conferred by the President of the University at Commencement, or may be conferred in absentia.

d. Diplomas and certificates shall carry the signature or facsimile thereof of the Chairman of the Board, the President of the University and the Secretary of the Board.

VII. UNIVERSITY RELATIONS

SECTION 29. University Relations.

It shall be the duty of the President of the University to promote the relationship of the University with the public and especially with the people of Youngstown, of Mahoning and Trumbull counties, and all of Ohio. To aid him in discharging this responsibility he may recommend to the Board for appointment such administrative assistants that are necessary, including among others a Director of Public Relations. The Director of Public Relations shall be appointed by the Board upon recommendation of the President and shall hold office at the discretion of the President. He shall be responsible to the President.

1. He shall aid the President in promoting the cordial relationship of the University with the University's public, especially the people of Youngstown, Mahoning and Trumbull counties, and all of Ohio by

interpreting University policies, plans and activities, and by disseminating information about the University's academic programs and educational activities in which the public is interested. He shall be familiar with and maintain contacts with all news media including newspapers, magazines, journals, radio, and television.

2. He shall supervise the operation of various public functions of the University in cooperation with other administrative officials.

3. He shall be responsible for the preparation of the University bulletin, catalogues and publications of all kinds published officially by the University with the exception of those publications under the direction and control of the University Publications Board of which he is a member.

IX. ALUMNI RELATIONS

SECTION 30. Alumni Relations.

The relations of the University with its Alumni shall be a responsibility of the President of the University who may, at his discretion, delegate this responsibility in full or in part to an administrative officer who shall be known as the Secretary of the Alumni Association.

X. OFFICERS OF BUSINESS AND FINANCIAL ADMINISTRATION

SECTION 31. Business Manager.

The Business Manager shall be appointed by the Board upon recommendation by the President and shall hold office at the discretion of the President. He shall be responsible to the President.

a. He shall be in charge of the financial administration of the University. In this capacity he shall aid the President in drafting the annual budget by preparing, with other administrative officers, various estimates of the income of the University from all sources, together with statements of the University's expenditures. He shall submit such statistics and interpretative data as may be necessary or useful in the determination of sound fiscal policy.

b. He shall be responsible for the collection, deposit, disbursement, and recording of all funds.

c. He shall maintain accounting records, on a consistent basis, in which all funds, accounts, receipts, expenditures, and financial matters of the University shall be entered and posted in conformity with the generally accepted accounting procedures and principles so as to show fully and clearly the financial condition of the University at all times.

d. He shall keep an inventory of all University property used for instructional, research, service and residential purposes, and statistics as to the use and condition thereof.

e. He shall prepare periodic financial reports for presentation to the Board by the President and such other reports as may be requested from time to time.

f. He shall keep safely all deeds, leases, mortgages, contracts, and other like papers of the University.

g. He shall be empowered to approve requisitions and purchases involving the expenditure of money within the limit of the annual budget, and not excluded by law, and shall make such contracts as are authorized by the Board.

h. He shall receive and have custody of the University equipment, gifts and properties listed in departmental inventories, and may request periodic inventories from the heads of the several departments and colleges. He shall file and preserve all invoices for accounts receivable and payable, claims, reports, correspondence or other papers of the Board when so requested by the Board.

j. He shall prepare vouchers for all accounts payable.

k. He shall act in an advisory capacity for the investment of University funds and the custodianship thereof, and be advisor for various committees requiring financial information.

l. He shall give bond in such amount and with such security as is acceptable to the Board, for the faithful discharge of his duties.

m. He shall be responsible for the financial management of all auxiliary services such as the student center, dining room, residence halls, athletics, book store, student activity fund and such other auxiliary accounts and services as the President may direct.

n. He shall perform such other duties as may be assigned to him by the President.

SECTION 32. Superintendent of Physical Plant.

The Superintendent of the Physical Plant shall be appointed by the Board upon recommendation of the President and shall hold office at the discretion of the President. He shall be responsible to the President through the Business Manager.

a. He shall be responsible for the management of all real property of the University, wherever located.

b. He shall superintend buildings in connection with the Committee on Buildings and Grounds of the Board, and shall inspect all buildings from time to time, and report their condition to the Business Manager and to the Board's Committee on Buildings and Grounds.

c. He shall be responsible for the supervision and maintenance of the Physical Plant equipment, campus mail and parking facilities.

d. He shall assist in the University's physical plant expansion program, concerning himself primarily with land acquisition, urban renewal and relations with architects, contractors, bond investors and the various legal aspects in such activities.

e. He shall perform such other duties as may be assigned to him by the President.

SECTION 33. Financial Aids and Awards.

The Director of Financial Aids and Awards shall be appointed by the Board upon the recommendation of the President and shall hold office at the discretion of the President. He is responsible to the President through the Business Manager.

a. He shall administer aids and awards including loans, scholarships, grants and aids, assistantships, educational opportunity grants, veterans service benefits, tuition waivers, and student employment on the campus by the University or its agents.

b. He shall be the coordinator between the Youngstown Educational

Foundation and the University in programs of support from the Foundation to assist students through loans, scholarships and other aids.

c. He shall maintain complete records to show financial assistances for each student.

SECTION 34. Comptroller.

The Comptroller of the University shall be appointed by the Board and shall serve at the discretion of the President. He shall be responsible to the President through the Business Manager.

He shall be responsible to the Business Manager for all accounting functions of the University, and shall be bonded with the proper bond.

He shall direct and supervise accounts receivable, accounts payable, make the necessary reports as required. He shall maintain the proper accounts in conjunction with State Law and regulation or as recommended by the Board.

SECTION 35. Auditor.

The Auditor shall be appointed by the Board upon the recommendation of the President and shall hold office at the discretion of the President. He is responsible to the President through the Business Manager.

He shall supervise and perform audits in all areas of the University as assigned by the Business Manager and will coordinate his activities with the varied business functions of the University.

SECTION 36. Purchasing Agent.

The Purchasing Agent shall be appointed by the Board upon recommendation of the President and shall hold office at the discretion of the President. He shall be responsible to the President through the Business Manager.

He shall supervise and direct the purchases of the University, see that State of Ohio rules and regulations are complied with and that the policies of the University as set by the Board are properly followed.

He shall be responsible for evaluation of purchases, quality of merchandise, price and services and shall coordinate with departments of the University to maintain high standards and to see that the best interests of the University are served through the purchase of goods and services.

He shall assist the Business Manager with purchasing contracts specifications and will be familiar with good purchasing techniques, policies and regulations and will maintain coordination with the accounting and budget functions of the University to see that only authorized purchases are approved and will keep the Business Manager informed of infractions.

XI. CONTRACTS AND PURCHASING

SECTION 37. Contracts and Expenditures.

Contracts involving the expenditures of money within the limits fixed by the Board may be made and/or attested on behalf of the University by the President and/or Business Manager and/or Director of Purchasing.

Purchases shall be made by the authorized individual on forms containing thereon certificates indicating the tax exempt status of the University, after approval of the office of the Business Manager, that funds are available.

Salaries and wages of faculty and administration personnel shall be paid by the Business Manager on a monthly basis for all 12 months employees. For 9 month faculty, the 9 month academic year stipend shall be paid in 12 installments as a monthly reimbursement. Summer school or fourth quarter services for 9 months teachers shall be paid in two installments, one at the conclusion of the midpoint of the summer quarter for services rendered to that time and one at the end of the summer quarter. No faculty or staff member's salary for fourth quarter services may exceed the salary rate budgeted for the previous academic year. Salaries for all other personnel shall be paid in two installments per month.

Competitive bids shall be sought in all cases where in the best interests of the University and the State of Ohio will be served by such competition, notwithstanding the fact that competitive bidding may not be required by any provision of law. The foregoing requirements of competitive bidding shall not apply to personal services and may be waived by the Business Manager in emergencies or circumstances where it is not considered practicable to have competitive bidding.

XII. TUITION FEES AND REFUNDS

SECTION 38. Tuition and Fees..

Students shall be charged fees and/or tuition in accordance with schedules adopted by the Board. The proper amounts thereof shall be assessed by the Registrar and collected by the Business Office from each student either in cash or in approved notes, as a prerequisite to the completion of registration.

A student who does not qualify as a "bona fide resident legally domiciled within the State of Ohio" (hereinafter referred to as a bona fide resident) shall pay non-resident tuition in the amount the Board shall establish from time to time.

For purposes of assessing fees and tuitions the Board defines a "bona fide resident" as a person who has in good faith established a dwelling place or abode in the State of Ohio, with the intent to make the State of Ohio a permanent home for purposes other than attending the Youngstown State University, for at least 12 consecutive months prior to the beginning semester or term for which a person seeks to enroll as a bona fide resident. A fraternity house or University residence hall shall be presumed not to be a permanent home or abode for purpose of this regulation.

When enrolling for work at the University, sons, daughters, legal wards and spouses of the full-service faculty and other full-time employees of the University shall be granted fee remissions for the instruction fees charged Ohio residents. Non-residents of Ohio will be charged the out-of-state tuition. Such benefits cease with the effective date of termination of employment by the University.

In determining Ohio residency the following provisions shall be observed:

1. An adult student, 21 years of age or older is considered to be an Ohio resident if he has resided in the state for a minimum of twelve consecutive months preceding the date of enrollment and if he has an evident present intent to remain in the state indefinitely, provided that his residency in Ohio has not been for the purpose of attending a college or university. Teachers in Ohio schools shall be considered to have completed the twelve month requirement when they have signed a contract for the second year of teaching.

2. A person will be considered a minor until he has reached his twenty-first birthday. An emancipated minor who is completely self-supporting, however, shall be considered as an adult in determining residency, provided he presents satisfactory proof that his parents, if living, neither contribute to his welfare nor claim him as a dependent for Federal Income Tax purposes. Married minors, and veterans are also entitled to establish and to maintain their own residency as provided in Section 1, above.

3. A minor student (under 21 years of age) is considered to qualify as an Ohio resident if his parents or his legal guardian have resided in the state for a minimum of twelve consecutive months preceding the student's enrollment and if the parents' or guardian's residence during that year has been maintained with the evident intent to remain in the state indefinitely, provided that such action has not been taken for the purpose of gaining residence status for the minor student. A guardian for this purpose is a person who stands in "loco parentis" to the child after the death of his mother and father, and who under the laws of Ohio is a natural guardian.

4. The residency of a married woman is determined by the rules which would apply to her husband if he would seek enrollment; except that a woman who would have been classified as an Ohio resident immediately prior to

her marriage to a non-resident may continue to be classified an Ohio resident providing she continues to live in the State.

5. A woman who is legally separated from her husband may establish her own residency pursuant to Section 1, above.

6. The residency of any student may be re-evaluated for each term of re-enrollment. At such time, any student who has not been classified as an Ohio resident, and who requests to be so classified, must prove that he has met requirements for Ohio residency as stated in these rules.

7. A student who has been classified as an Ohio resident shall be considered to have lost his residency in this state twelve consecutive months after he, or in the case of a minor, his parents or guardian move to another state with the intention of remaining there and making such state their place of residence, notwithstanding the fact that he or they may entertain an intention to return at some future period.

8. Aliens admitted to this country on immigrant visas may establish Ohio residency in the same manner as any other nonresident. All aliens admitted to this country on student visas shall be classified as non-resident students.

9. Service personnel who entered the service from Ohio and their dependents shall be considered residents if they provide proof of continued Ohio domicile such as evidence that (a) they have not acquired a domicile in another state and (b) they have maintained a continuous voting record in Ohio. Service men and women who enter the service from another state and their dependent children shall be classified as Ohio residents during the period of their active duty assignment in Ohio.

10. Any appeal from the residency or non-residency status determined by the Director of Admissions of the University should be considered by the "Residence Classification Board" of the University.

11. A person who knowingly submits a false claim or knowingly gives false evidence in support of a claim commits conduct detrimental to the University. He may be denied admission, be suspended, expelled or otherwise disciplined as the President of the University shall determine. If his proper status is that of non-resident, he shall pay non-resident tuition and a penalty of twenty-five dollars (\$25.00) for each offense.

SECTION 39. Refunds of Tuitions and Fees

If a student is permitted to withdraw from a course or from the University, the account will be revised and appropriate refunds or charges will be made according to the schedule in effect as shown in the current University catalogue, or as modified by later action of the Board.

A student who withdraws for reasons beyond his control such as military service, or a transfer or shift change imposed by his employer, or extended illness, may have his fees and/or tuition revised in proportion to the weeks attended upon presenting official request to withdraw supported by valid evidence. The date used shall be the day following which he last attended class or when his status changed, whichever is more reasonable.

XIII. PROPERTY OF THE UNIVERSITY

SECTION 40. Property of the University

The head of each college, school, laboratory or department within the University shall take reasonable precautions for the preservation and safe-keeping of all equipment and supplies listed in his inventory or under his control. He shall report to the Director of Physical Plant all additions to

the inventory. The inventory from gifts shall be reported to the Director of Physical Plant with his estimate of reasonable value. He shall likewise report to the Director of Physical Plant all property which has become unfit for use due to wear, obsolescence or breakage, and all property which may have been subject to disappearance. Whenever requested he shall prepare inventories of supplies and equipment under his control or jurisdiction.

XIV. ANNUAL BUDGET

SECTION 41. Annual Budget

The annual budget of the University shall consist of a detailed statement of estimated revenues, expenses, and surpluses of operating funds of the University for each year beginning July 1 and ending June 30. The budget shall be supported by such explanatory comments and supplemental data as are needed to clearly define the University's financial condition.

The President shall prepare the budget proposed for the ensuing year using estimates and data prepared by appropriate administrative officers, faculty and staff of the University. The President shall submit the proposed budget to the Finance Committee of the Board for its consideration and approval. After discussion with the President, the Finance Committee shall present the budget, with any proposed amendments and recommendations, to a regular or special meeting of the Board.

The budget, so prepared and presented, shall be considered and adopted in final form by the affirmative vote of not less than a majority of all members of the Board. It may be revised at the discretion of the Board, upon recommendation of the President, or upon its own initiative.

Item 2

**BYLAWS AND REGULATIONS
OF THE BOARD OF TRUSTEES**

OF

THE YOUNGSTOWN STATE UNIVERSITY

BE IT RESOLVED, that the authority to govern, conduct and control The Youngstown State University, vested by the laws of Ohio in the Board of Trustees of the University, appointed as provided in the Revised Code of The State of Ohio modified by amended House Bill No. 134 effective August 15, 1967, shall be exercised in accordance with said laws and with the Bylaws of the Board of Trustees, and amendments thereto; and the affairs of the University shall be administered and conducted by its officers and instructional and administrative staffs in accordance with the Regulations of the Board of Trustees hereinafter set out and amendments thereto.

RESOLVED, that effective August 15, 1967, Dr. Albert L. Pugsley be appointed as President of The Youngstown State University, and that effective September 1, 1967 his salary shall be as designated by this Board in the Budget of The University with reappointment at the pleasure of the Board annually; that in addition to such base salary he shall be provided with all retirement and other fringe benefits available or becoming available to the Full Service Faculty; that the University shall bear the cost of fees and dues to civic, professional and other organizations or clubs including the Youngstown Club and the Youngstown Country Club to fulfill his responsibilities and identification as President of the University; that when engaged in the affairs of The University, the University shall pay direct or reimburse him for the costs of entertainment of students, faculty and/or others, and of expenses for travel of himself and/or his spouse; that the University shall require the President and his family to live at the President's residence at 1010 Colonial Drive in Youngstown in order to properly fulfill his duties, and that the University shall provide suitable furnishings, services, employees and maintenance for that residence to assure that these duties may be performed.

RESOLVED, that the "Schedule of Charges for
Youngstown State University, effective September 1,
1967", be approved.

SCHEDULE OF CHARGES
YOUNGSTOWN STATE UNIVERSITY
410 Wick Avenue
Youngstown, Ohio 44503

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Effective September 1, 1967

For Full-Time Students
(12-17 credit hours)

	Per Quarter
Instructional Fee:	\$120.00
Student Services Fee (Comprehensive):	30.00
Non-resident Tuition Surcharge:	75.00
Charges per Credit Hour above 17 hours:	
Instructional Fee:	12.00
Non-resident Tuition Surcharge:	10.00

For Part-Time Students
(Below 12 credit hours)

Instructional Fee per Credit Hour:	12.00
Student Services Fee per Credit Hour (Comprehensive):	10.00
Non-resident Tuition Surcharge per Credit Hour:	10.00

For Full-Time Students in the Dana School of Music
(12-17 credit hours)

Instructional Fee:	\$120.00
Student Services Fee (Comprehensive):	30.00
Music Fee:	75.00
Non-resident Tuition Surcharge:	75.00
Charges per Credit Hour above 17 hours:	
Instructional Fee:	12.00
Non-resident Tuition Surcharge:	10.00

For Part-Time Students in the Dana School of Music
(Below 12 credit hours)

Instructional Fee per Credit Hour:	12.00
Student Services Fee (Comprehensive):	10.00
Applied Music Fee per Credit Hour:	40.00
Non-resident Tuition Surcharge per Credit Hour:	10.00

Private Lessons: A preparatory private music student (grades 1-12) will contract for ten lessons during the period of a University quarter and will pay \$35.00.

An adult who is not attending the University will contract for ten lessons during the period of a University quarter and will pay \$50.00.

All lesson charges must be paid in advance.

The above charges include fees for piano and organ room practice and instrument rentals.

Ensemble courses are charged at the regular credit hour rate. No fee is charged for Senior recital but one credit hour is charged at the regular rate.

SPECIAL FEES

Application Fee. A fee of \$15 is charged every new student at the time of his application for admission to the University. This fee is non-refundable and is effective only for the quarter for which the student applies.

Re-Admission Fee. A fee of \$5 is charged to those students who apply for re-admission after interrupting their courses of study for periods longer than one quarter in any academic year. This fee is charged each time a student wishes to re-apply after remaining out of attendance longer than one quarter in any academic year.

Late Registration Fee. A fee of \$5 is charged any student who completes his registration after the due date for final registration. Registration is considered complete only at the time of payment.

Change of Registration Fee. A fee of \$2 is charged anyone changing his registration unless he does so at the request of the administration or completely withdraws from the University. Appeals will be subject to the supervision of the Finance Committee.

Registration Withdrawal Fee. A fee of \$5 is charged when a student withdraws from all his courses, and the terms under Withdrawals and Refunds (further on in this section) are waived by the Business Office.

Reinstatement Fee. A fee of \$5 is charged anyone re-admitted to classes after suspension for financial reasons.

Special Check-Handling Fee. A fee of \$5 is charged any student who pays the University with a check that is not accepted by the bank against which it is drawn. A returned check intended for payment of registration or comprehensive fees will, in addition to the returned check fee, draw a late registration fee. If these penalties are not paid within four days of notice to the student, he shall be suspended from classes.

Fee For Credit by Examination. Fees are charged at the student's regular rate for each hour of credit honored for graduation when such credit is given as the result of examination or equivalency evaluation without the student's having attended the regular classes for the course of instruction. The credit by examination may be granted under special circumstances to students who can demonstrate proficiency in certain subjects. The subjects in which such examinations may be given and the nature of the examinations are to be determined by the departments and divisions concerned and must be approved by the Dean of the University.

Fee For Proficiency Examination. When a student is given permission to take an examination to demonstrate proficiency in a subject (in a foreign language, for example), he is charged a fee of \$10.00 except when he elects to pay the fee for Credit by examination and receive course credit for the work covered by the examination.

Fee For Irregular Examination. When a student is given permission to take an examination at a time other than the scheduled one, a fee of \$5.00 is charged at the discretion of the Dean, except in the case of illness, when the student must present a letter from his physician.

Graduate Record Examination Fee. Three kinds of Graduate record examinations are administered: a general aptitude test; area tests in social science, humanities, and natural science; and advanced tests in twenty-one fields. Individual departments specify which must be taken. The fee for one is \$2.50; for two \$4.50; for three \$6.00.

Graduation Fee. A fee of \$20.00 is charged anyone who is to receive a degree or title. The fee, which includes cap and gown rental, announcements, and diploma, and which helps to defray the general expense attendant to the commencement exercises, must be paid at the time the official application for graduation is submitted to the Recorder. No reduction in this fee may be made for graduation in absentia or for approved use of non-academic apparel.

This fee applies for each degree or title granted (unless honorary), except that if two degrees are to be conferred at the same commencement, the total fee is \$25.00 (\$5.00 plus the regular \$20.00).

Transcript of Credits Fee. A fee of \$1.00 is charged for each transcript.

Student Locker Deposit and Fee. A student assigned a locker will pay a deposit at the time of assignment. At the end of the quarter, or upon withdrawal from the University, he is refunded the deposit less a handling charge.

For further information on lockers see the General Information Section.

Military Equipment Deposit and Fee. Every student taking military science must deposit at the beginning of the academic year a specified amount as shown below, toward coverage of the cost of United States Government property assigned him. When he returns all such property at the end of the year or upon withdrawal from the University, he is refunded the total deposit; however, if any of the property is lost or damaged, the cost of such property is deducted or charged to him, depending on the value.

First Year	\$ 10.00	Third Year	\$ 4.00
Second Year	\$ 10.00	Fourth Year	\$ 4.00

R.O.T.C. Activity Fee. Every student registered for a course in military science is charged \$2.00 each quarter as a special activity fee. This fee provides funds for the annual Military Ball; awards and recognition for meritorious service to the R.O.T.C. in athletics and extra-curricular activities; athletic events and contests; and miscellaneous matters pertinent to the function of the R.O.T.C. Cadet Corps. This fee is non-refundable.

Beginning on the southerly side of East Rayen Avenue at a point which is distant easterly one hundred and ninety (190) feet from the intersection of the said southerly line of East Rayen Avenue with the easterly line of Wick Avenue; said point of beginning being also the northeasterly corner of City Lot No. 5316; thence southerly along the easterly line of said City Lot No. 5316 a distance of one hundred and twenty-five (125) feet to the northerly line of City Lot No. 772; thence easterly along the northerly line of said City Lot No. 772 a distance of sixty (60) feet to the southwesterly corner of City Lot No. 5317; thence northerly along the westerly line of said City Lot No. 5317 a distance of one hundred and twenty-five (125) feet to the southerly line of East Rayen Avenue; thence westerly along the southerly line of East Rayen Avenue a distance of sixty (60) feet to the place of beginning, formerly known as the middle parts of Sublots No. 7 and No. 8 of Wick's Subdivision, as shown by plats recorded in Volume 1, Page 80 and Volume 6, Page 14, Mahoning County Records of Maps.

Being the same premises conveyed to said The Ohio State Telephone Company by deed dated February 25, 1915 and recorded in Volume 194, Page 336, Mahoning County Records of Deeds to which reference is hereby made.

Being premises conveyed to the Y.M.C.A. of Youngstown, Ohio, by deed of The Ohio Bell Telephone Company dated October 29, 1943, recorded at Volume 535, Page 56 of Mahoning County Records of Deeds, and thereafter conveyed to The Youngstown College by deed of The Young Men's Christian Association of Youngstown, Ohio, dated January 11, 1954, recorded at Volume 704, Page 278 of Mahoning County Deed Records.

PARCEL NO. 7.

Situated in the City of Youngstown, County of Mahoning and State of Ohio and being all of the lands located within a city block which is bounded on the north by the south line of Spring Street, on the east by the west line of Bryson Street, on the south by the north line of Arlington Street, and on the west by the east line of Elm Street.

Said premises are known as Youngstown City Lot No. 61059 (former Lots Nos. 955, 956, 957, 958 and part of 959), Lot No. 61060 (former Lots Nos. 5046, 5045, 2261, 2262, 2263, 2264, 5043, 5042 and 5040), and Lots Nos. 921, 922, 1523 and 5044; being all of the lands which were acquired by The Youngstown University by the following deeds and certificates of transfer:

The Youngstown University
 410 Wick Avenue
 Youngstown, Ohio 44503
 August 2, 1967

CHART OF
 TUITION AND FEES
 OF THE
 STATE COLLEGES AND UNIVERSITIES
 OF OHIO

SCHOOL	APPLICATION FEE	LABORATORY FEES	*SPECIAL FEES	TUITION OR INSTRUCTIONAL FEES				
				PER TERM		PER ACADEMIC YEAR		
				RESIDENT -	NON RESIDENT	RESIDENT -	NON RESIDENT	
University of Akron	\$15	None	Various	\$208	\$480	\$456	\$1,000	
Bowling Green	\$25	None	Various	\$260	\$535	\$520	\$1,070	
Central State	\$15	None	Various	\$200	\$350	\$400	\$ 700	
University of Cincinnati	\$15	None	Various	City Resident \$150	\$305	City Resident \$450	\$915	\$1,050
Cleveland State	\$25	None	Various	\$165	\$330	\$495	\$ 990	
Kent State	\$25	None	Various	\$170	\$320	\$510	\$ 960	
Miami	\$15	None	Various	\$260	\$510	\$520	\$1,020	
Ohio State	\$10	Various	Various	\$150	\$336	\$450	\$1,008	
Ohio University	\$20	None	Various	\$165	\$330	\$495	\$ 990	
University of Toledo	\$15	None	Various	\$273	\$543	\$546	\$1,086	
Youngstown State (Proposed)	\$15	None	See Attached	\$150	\$225	\$450	\$ 675	

*(NOTE: The special fees cover a wide range of amounts from \$1 to \$25 on such items as late registration, health insurance, graduation, change of registration, auto registration, parking, transcripts, proficiency exams, re-application, penalty for late application, vocational counseling, various penalties, collection, and removal of incomplete grade.)

RESOLVED that the Agreement and Plan of Transition between The Youngstown University and the Ohio Board of Regents, and Interim Agreement between the Trustees of The Youngstown University and the Trustees of the Youngstown State University be and are hereby approved.

AGREEMENT AND PLAN OF TRANSITION

THIS AGREEMENT AND PLAN OF TRANSITION (hereinafter referred to as the "Agreement") is made between The Youngstown University, an Ohio non-profit corporation acting by and through its Board of Trustees (The Youngstown University Corporation being hereinafter referred to as "Youngstown" and the Board of Trustees of The Youngstown University being hereinafter referred to as "Trustees of Youngstown") and the Ohio Board of Regents (hereinafter referred to as the "Regents").

WITNESSETH:

WHEREAS, pursuant to House Bill 134 of the 107th General Assembly, effective August 15, 1967, the General Assembly of the State of Ohio has enacted legislation creating Youngstown State University (hereinafter referred to as "YSU"), and by Section 2 of House Bill 134 of the 107th General Assembly, effective August 15, 1967, the Regents are authorized to negotiate with the Trustees of Youngstown, and to develop and enter into agreements with such Trustees of Youngstown providing for the transfer or grant of the use to YSU of all or any part of the estate, property, and funds under the control of the Trustees of Youngstown; and

WHEREAS, this Agreement is made pursuant to the authorization referred to in the said Section 2 of House Bill 134 of the 107th General Assembly and pursuant to the general powers of the Regents; and

WHEREAS, the Regents have determined that there is an immediate and rapidly increasing need for the establishment of a state university in the Youngstown area, that the present premises of Youngstown can provide facilities which will allow YSU to continue operation of The Youngstown University as YSU from the Effective Date or prior thereto, and that the present site and facilities of The Youngstown University can be substantially expanded to provide

a campus for YSU; and

WHEREAS, the Trustees of Youngstown have determined that the actions contemplated by this Agreement are in the public interest and will promote and best further the interests of education for which Youngstown was organized, created, and exists, for several reasons, including the following:

(a) The performance of this Agreement will result in the devotion of Youngstown's faculty, staff and physical facilities to continuance of the educational purposes for which Youngstown was organized and exists, and enhances the potential contribution of Youngstown's faculty, staff and facilities in the field of public education at the college and university levels of learning;

(b) If Youngstown does not become a part of YSU, Youngstown will be unable to meet those needs of higher education which will be presented to it, in part because of expanded enrollment, and will be unable to continue to maintain that high level of performance in the field of education which should be maintained to meet such needs; and

WHEREAS, the Trustees of Youngstown and the Regents believe that the transfers from Youngstown to and for the use of YSU as contemplated herein will be in furtherance of the public interest and welfare by providing the nucleus for expanded opportunities in higher education for the youth and others of Youngstown Township, Mahoning County, adjoining areas and the State of Ohio, and accordingly desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth below, the parties agree as follows:

1. Youngstown will transfer on the "Effective Date" (as defined in paragraph 9(a) below):

(a) To the State of Ohio the premises described in Exhibit A attached hereto and made a part hereof, together with all buildings and improvements situated thereon and appurtenances thereto, in an "as is" condition as of the Effective Date. Said premises now include a total land area of approximately 43.8 acres presently owned by Youngstown or under lease by it located near the center of Youngstown comprising its principal campus, also 118.40 acres of land in Hartford Township, Trumbull County known as Trumbull Arboretum, a 17.6 acre tract of land in Liberty Township, Trumbull County, used as a football practice field, and a residence property subject to two outstanding life estates, located at

1624 Fifth Avenue in the City of Youngstown. It is further agreed that under Urban Renewal plans heretofore approved and presently being developed by the City of Youngstown, such principal campus will in the future include an additional area of about 16 acres, known as Phase II of the Youngstown Urban Renewal project, as to which the Trustees of Youngstown have already authorized contracts for purchase and development by Youngstown, and also an additional area of approximately 18 acres known as Phase III of the Youngstown Urban Renewal project. It is contemplated and agreed that the lands included in Phases II and III of such Youngstown Urban Renewal project will be paid for by Youngstown, or by funds procured by Youngstown, and that title thereto, as soon as available, will be transferred to the State of Ohio either by deed of Youngstown or directly by deed of the City of Youngstown, but subject, however, to the obligations to develop and use such lands for educational purposes, as provided by the terms and provisions of such Urban Renewal project, at such time or times as the lands therein have been acquired by and have been cleared by the City of Youngstown pursuant to such Urban Renewal plans.

(b) To the Trustees of YSU all furniture, fixtures and equipment owned by Youngstown which are situated in the buildings referred to in paragraph 1(a) above in an "as is" condition as of the Effective Date.

(c) To the Trustees of YSU (i) all official school and departmental records and files maintained by departments, schools and administrative offices, except personal files and records of the faculty or the administrators, and (ii) such financial records as are pertinent and necessary to the operation of YSU. The Corporate minutes and records of Youngstown shall be retained by Youngstown or its successors, but the Trustees of YSU shall be allowed access thereto in the future for any proper purposes related to the conduct of its affairs, as an institution of learning.

(d) To the Trustees of YSU all of Youngstown's assignable rights and interests as lessee under two certain Lease Agreements, one dated October 9, 1964 with the Trustees of The Rayen School and the other dated January 14, 1966 with the Regents. Copies of such Lease Agreements are attached hereto, made a part hereof and marked Exhibits B and C respectively.

(e) To the Trustees of YSU all of Youngstown's assignable rights and interests under various leases of equipment (such as computers, typewriters and other equipment leased by Youngstown) and under various agreements for utility, maintenance and other services furnished by third parties, also all of Youngstown's bookstore and inventory, and supplies on hand on the Effective Date.

(f) To the Trustees of YSU all Scholarship Funds, loan funds, grants, auxiliary enterprise accounts and funds, not otherwise committed, which may legally be transferred to the Trustees of YSU, and special funds

then owned and set apart on Youngstown's records for special student activity purposes, some of which funds are known and identified as follows:

Student Council Accounts
Athletic Funds
JAMBAR Funds
Neon Funds
Senior Loan Fund
Dean's Loan Fund

Youngstown will satisfy all of its liabilities to third parties under the leases and agreements referred to in paragraphs 1(d) and 1(e) above to date of transfer, and will cooperate in procuring consents of third parties to assignments of such leases and agreements as YSU may wish to assume. At the Effective Date the Trustees of YSU will advise Youngstown as to the specific leases and agreements (paragraphs 1(d) and 1(e) above) which they do not wish to assume, and as to such leases and agreements Youngstown will be free to make such disposition as it shall determine to be desirable.

All of the real and personal properties to be transferred or conveyed as provided in this Agreement are sometimes hereinafter referred to as the "Assets to be Transferred".

2. (a) Youngstown will convey such interests as it owns in the premises referred to in paragraph 1(a) above to be conveyed to the State of Ohio by quit-claim deeds in the form shown in Exhibit D attached hereto and made a part hereof.

(b) Youngstown will permit all personal property referred to in paragraph 1(b) to remain on the premises and become property of the Trustees of YSU. If requested by the Trustees of YSU, Youngstown will deliver appropriate instruments to evidence transfer of title to such personal property.

(c) Youngstown will transfer to the Trustees of YSU all of its rights and interests pursuant to the leases and agreements referred to in paragraphs 1(d) and 1(e) above, by such form of assignment as Regents (as to interests in land), or the Trustees of YSU (as to interests in personal property), may request.

3. It is the objective of Youngstown and the Regents that from and after the Effective Date all personnel then employed by Youngstown shall, if such personnel and Trustees of YSU so desire, become employees of the Trustees of YSU with a continuation of rights and tenure equivalent to those enjoyed at Youngstown, and shall be encouraged to continue their contribution to the development of higher education in this community. Without limitation as to the specific methods or provisions by which the above objective is to be obtained, the following provisions are applicable:

(a) The Trustees of YSU shall, except to the extent prohibited by law, provide all personnel transferred from Youngstown with the same or improved compensation arrangements, at least the equivalent in the areas of so-called fringe benefits (such as, but not limited to, retirement benefits, social security, vacation pay, holiday pay, waivers of instructional fees, and medical and group life insurance programs) when they cannot be duplicated in kind and, in general, the Trustees of YSU shall take appropriate action to alleviate any personal hardship that arises solely out of the transfer of personnel from Youngstown to YSU.

(b) Every employee of Youngstown who accepts the status or rights provided by the Trustees of YSU shall, as a condition precedent to his employment by the Trustees of YSU, execute a mutual release form which shall provide that effective as of the date when the employee becomes employed by the Trustees of YSU all rights relating to tenure, privileges and employment arrangements between Youngstown, its Board of Trustees and the employee shall terminate, and each of Youngstown, its Board of Trustees and the employee shall release the other of them, and the employee shall release the individual members and Trustees of Youngstown, from any claims, duties, debts, responsibilities, liabilities, in law or in equity, resulting from said termination or otherwise, but the release shall not absolve Youngstown or its Board of Trustees from the obligation to

pay to the employee on or before such effective date of employment all accrued salary and expense reimbursement owed to the employee to said date. The Trustees of Youngstown may waive the obtaining of releases from certain of its employees.

(c) The Trustees of YSU will offer employment to all of Youngstown's employees whom such Trustees of YSU wish to employ, who have not previously been offered employment from and after the Effective Date. Youngstown will use its best efforts to facilitate the transfer of such employees to the employ of the Trustees of YSU.

(d) It is understood that the employment contracts which the Trustees of YSU may solicit from the Youngstown employees hereunder may be written showing the effective date to be August 31, 1967 or such earlier date as the Interim Arrangement referred to in paragraph 5(c)(iv) below may provide. In the event the Effective Date (as defined in paragraph 9(a) below) is later than August 31, 1967 all such contracts shall be assigned to Youngstown unless such Interim Arrangement provides otherwise, in which case such provisions in the Interim Arrangement shall control. In the event that this Agreement becomes void or is rescinded as a result of the provisions of paragraphs 5(b) or 9(e) below, then any contracts entered into between the Board of Trustees of YSU and persons employed by Youngstown shall, if so directed by the Trustees of Youngstown be assigned to Youngstown.

4. Effective upon the execution of this Agreement and continuing until the Effective Date the Trustees of Youngstown and such representatives of Youngstown as shall be approved by the Trustees of Youngstown shall consult with the Trustees of YSU and such representatives of YSU as shall be approved by the Trustees of YSU with respect to the operation of YSU and the carrying out of this Agreement.

5. (a) As soon after the execution of this Agreement as their counsel deem proper the Trustees of Youngstown will cause

void as of its inception and neither of the parties shall have thereafter any obligation hereunder.

(c) As referred to in paragraph 5(b) above, those actions which may be taken hereunder pending the final judgment of the Court are as follows:

(i) The contacting of employees of Youngstown by the representatives of the Trustees of YSU under the provisions of paragraph 3 above, and the making of employment arrangements with such employees by the Trustees of YSU.

(ii) The consultations between Youngstown and the Trustees of YSU or their respective representatives as provided in paragraph 4 above.

(iii) The institution and prosecution of the legal proceeding described in paragraph 5(a) above to a final judgment.

(iv) It is contemplated that there shall have been a final judgment by the Court as to the questions referred to in paragraph 5(a) above prior to August 31, 1967, but in event there has not been such a final judgment prior to August 31, 1967, the Trustees of Youngstown agree to negotiate with the Trustees of YSU to the end that an arrangement referred to herein as the "Interim Arrangement" may be entered into by such parties effective on such date as is mutually acceptable to such parties and maintained until the Effective Date. The Interim Arrangement shall be such temporary arrangement as shall be mutually satisfactory to such parties. The purpose of the Interim Arrangement shall be to make possible the devotion of the Assets to be Transferred and the personnel of Youngstown to an interim operation of YSU until the Effective Date insofar as this objective is feasible.

6. The Trustees of Youngstown shall not be obligated to make the transfers of the Assets to be Transferred as herein contemplated unless there shall have been delivered to the Trustees of Youngstown at or before the closing of this transaction an appropriate commitment by the Trustees of YSU that from and after the Effective Date:

(a) The names "William Rayen School of Engineering" and "Dana School of Music" will be carried on by designation of the activities in engineering education and in music respectively, as two schools of YSU.

(b) So long as the buildings on the Youngstown campus known as the Jones Hall, Tod Hall, Kilcawley Student Center, Ward Beecher Science Hall, Cjangan-Waddell Hall, Pollock House and Ford Hall and the arboretum known as the Trumbull Arboretum are used by

an appropriate legal proceeding to be filed in the Court of Common Pleas of Mahoning County, to obtain the approval of the Court or such appellate court or courts as may be necessary to effect a final judgment (i) as to the validity and legality of this Agreement and (ii) determining, with respect to the lands which Youngstown acquired from The Young Men's Christian Association of Youngstown, Ohio, by a deed dated February 8, 1944, recorded at Volume 537, Page 189 of Mahoning County Deed Records, that the transfer of such lands to the State of Ohio pursuant to this Agreement, and the use of such lands in the operations of YSU, will not be a breach of any conditions made or implied in the provisions contained in such deed and will not cause title to such lands to revert to The Young Men's Christian Association of Youngstown; provided, however, the determination referred to in this clause (ii) shall not be required if such question relating to the reverter provision has become moot for any reason.

(b) Except as otherwise provided in paragraph 5(c) below, it is an express condition precedent to the consummation of this Agreement by both parties that the judgment in such a legal proceeding has become final either by the determination of the Court of Common Pleas or any appeal from the judgment of such Court of Common Pleas, or by the judgment of any such court having become final by the expiration of the time to appeal on behalf of all parties thereto. As used herein "final judgment" shall be defined to mean that a judgment has become final as described in the preceding sentence. Should such final judgment either (i) fail to approve this Agreement as being valid and legal or (ii) fail to determine that the contemplated transfer and use of the lands so acquired from The Young Men's Christian Association of Youngstown (referred to in paragraph 5(a)(ii) above) would not cause title to such lands to revert to The Young Men's Christian Association of Youngstown, Ohio, its successors and assigns (if such question has not become moot for any reason), then this Agreement shall be deemed

the Trustees of YSU for the purposes of YSU, they will maintain those indentifications.

7. (a) On or before the Effective Date Youngstown will cause to be paid or will furnish to the Trustees of YSU adequate funds to pay all real estate taxes and assessments which are a lien on the premises being conveyed. All charges for utility services on the premises being conveyed shall be prorated between Youngstown and the Trustees of YSU as of the Effective Date or as of such earlier date as the Trustees of YSU are in possession of the premises.

(b) Youngstown shall transfer to the Trustees of YSU on the Effective Date all of Youngstown's rights and interests in its National Defense Student Loan Fund. From and after the Effective Date the Trustees of YSU shall be entitled to receive all payments and collections on outstanding loans in said Fund.

(c) In the event the Trustees of YSU are in possession of the campus, buildings and equipment of Youngstown as of the beginning of the Fall term of YSU in the year 1967, all prepaid tuition, dormitory fees and other prepaid fees for such Fall or later term received by Youngstown, less the amount expended or contractually committed by Youngstown for supplies, services or other purposes related to the prospective operation of The Youngstown University during such Fall or later term, shall, together with such supplies or other tangible property acquired for such purposes, be paid and delivered to the Trustees of YSU as of the Effective Date or as of the first day the Interim Arrangement is in effect, whichever is the earlier to occur; provided, however, to the extent that the tuition, dormitory or other such fees required by YSU are less than the comparable prepaid fees received by Youngstown, Youngstown shall be permitted to return such difference to the persons who made such prepayments.

(d) As of the Effective Date or the first day the Interim Arrangement is in effect, whichever is the earlier to occur, Youngstown will cause and pay for a special audit of the books and

records of Youngstown to be prepared by Clark and Collins, Certified Public Accountants, for the benefit and protection of Youngstown, the Trustees of Youngstown, the Regents and the Trustees of YSU.

8. Youngstown covenants that after the execution of this Agreement and until the conveyance of the Assets to be Transferred it will not create any additional liens or encumbrances, other than current real estate taxes and assessments, against the real estate to be transferred hereunder except, however, with respect to the proposed Health and Physical Education Building to be erected on lands to be acquired by Youngstown as a part of Phase II of the Youngstown Urban Renewal project.

With respect to such Health and Physical Education Building Youngstown has set aside or under commitment to it funds aggregating a total of \$3,500,000 (\$1,000,000 of which is under commitment by the Administration of the Higher Educational Facilities Act of 1963), for construction and equipment of such building; and Youngstown has employed architects who are in process of preparing plans and specifications for such building.

As soon as the said lands to be part of Phase II of the Youngstown Urban Renewal project are acquired by Youngstown it will undertake the construction of such Health and Physical Education Building and will use its best efforts to cause such building to be completed as promptly as is reasonably possible. Youngstown shall be under no obligation to expend for such improvement more than \$2,500,000 plus whatever funds are made available toward such improvement by the Administration of the Higher Educational Facilities Act of 1963 or by other agencies of the United States Government. If any substantial changes are to be made in the plans and specifications for such building and its equipment after the Effective Date, Youngstown agrees to abide by the decisions of the Trustees of YSU as to such proposed changes, but Youngstown will not be obligated beyond the amount stated above. Upon completion

of such building and the acquisition of such equipment or upon the expenditure by Youngstown of the maximum amount of funds which it is obligated to expend toward such improvement plus funds made available by the United States Government, Youngstown will deliver to the Trustees of YSU (i) a duly executed quit-claim deed in favor of the State of Ohio to the premises on which such building is situated (and including such building), (ii) an appropriate instrument transferring title to the Trustees of YSU of any equipment acquired by Youngstown for such building, and (iii) evidence that all real estate taxes and assessments which are due and payable with respect to such premises have been paid together with adequate funds to permit the Trustees of YSU to pay all unpaid real estate taxes and assessments which are a lien on such premises. Upon such transfer to the State of Ohio the premises are to be free of any liens or encumbrances other than taxes or assessments (for which provision has been made above) arising out of the construction of such building.

9. (a) The Effective Date is defined for purposes of this Agreement as being the date when this transaction, except (i) for the conveyance to the State of Ohio of the additional lands to be acquired as a part of Phases II and III of the Youngstown Urban Renewal project and the said Health and Physical Education Building and the transfer to the Trustees of YSU of title to any equipment in such building (all of such conveyances and transfer referred to in this clause (i) being sometimes referred to herein for convenience as the "Subsequent Transfer of Assets"), is to be consummated, including the transfer of the Assets to be Transferred (less such part of those assets as are to be included in the Subsequent Transfer Assets) and the personnel of Youngstown to or for the benefit of YSU. The Effective Date shall be August 31, 1967, provided that as of such date (i) there has been obtained the final judgment (as

defined in paragraph 5(b) above) in the legal proceeding referred to in paragraph 5(a) above and (ii) that the legislation referred to in the first and second WHEREAS clauses above has become effective as law. In the event that as of August 31, 1967, a final judgment in such a legal proceeding has not been obtained or such legislation has not become effective as law, then the Effective Date shall be determined as follows: on or after the date when such a final judgment in such legal proceeding has occurred and such legislation has become effective as law the parties shall promptly fix a mutually satisfactory Effective Date, such date to be not later than 30 days after the final judgment or after such legislation has become effective as law, whichever is the later to occur.

(b) On the Effective Date the closing shall take place in the offices of Youngstown at 3:00 P.M. or at such other place and time as may be agreed upon.

(c) At the closing on the Effective Date Youngstown will deliver to the Trustees of YSU:

(i) one or more duly executed quit-claim deeds to convey Youngstown's interests in the premises referred to in paragraph 1(a) above with the exception of lands to be acquired by Youngstown in Phases II and III of the Youngstown Urban Renewal project;

(ii) possession, and, if requested by the Trustees of YSU, a bill of sale to or other instrument of assignment sufficient to evidence transfer of ownership of the personal property referred to in paragraph 1(b) above, and the bookstore inventory and supplies referred to in paragraph 1(e) above;

(iii) possession of the Assets to be Transferred with the exception of those assets to be transferred in the Subsequent Transfer of Assets;

(iv) evidence that all real estate taxes and assessments which are due and payable with respect to all real estate being transferred as of such closing have been paid and adequate funds to permit the Trustees of YSU to pay all unpaid real estate taxes and assessments which are a lien on such premises being conveyed as of such closing;

(v) instruments of assignment to the Trustees of YSU of Youngstown's rights and interests under the various leases and agreements referred to in paragraph

1(d) and 1(e) above, including appropriate provisions holding harmless the Trustees of YSU from liabilities arising under such leases and agreements with respect to acts or omissions of Youngstown prior to such assignment;

(vi) such other instruments as may be appropriate to effect the transfers of the Assets to be Transferred as of such closing.

(d) At the closing on the Effective Date the Trustees of YSU will deliver to Youngstown:

(i) all releases referred to in paragraph 3(b) above;

(ii) a letter signed by the Chairman of the Board of Trustees of YSU setting forth the amount of funds appropriated by the General Assembly for YSU's purposes for the years 1967-68 and 1968-69, together with the amounts allocated or appropriated by the State of Ohio for capital improvements on the YSU campus;

(iii) appropriate instruments to evidence assumption by the Trustees of YSU of Youngstown's subsequent responsibilities to lessors or other contracting parties thereafter arising under (a) the two lease agreements (Exhibits B and C) referred to in paragraph 1(d) above, and (b) such of the leases and agreements referred to in paragraph 1(e) above, as the Trustees of YSU may wish to assume for their own operations.

(e) If, at or before the closing on the Effective Date, in the sole opinion of the Trustees of Youngstown, there will not remain sufficient assets of Youngstown (including funds committed to it) with which Youngstown can thereafter satisfy all of its own indebtedness and obligations (including its subsequent obligations under this Agreement), then the Trustees of Youngstown may notify the Regents that this Agreement is terminated, and thereupon this Agreement shall be rescinded and all parties concerned shall have no further obligations hereunder, except to do all things necessary to assure that Youngstown's faculty and staff may continue to serve Youngstown as if this Agreement had not been made.

10. Youngstown will complete the acquisition of the ~~additional~~ lands in connection with the Youngstown Urban Renewal project (paragraph 1(a) above) and the construction of the Health and Physical Education Building (paragraph 5 above), as expeditiously

as is reasonably possible. Upon completion of the activities referred to in the preceding sentence and the Subsequent Transfer of Assets, Youngstown will make available to the Trustees of YSU in such form and for such purposes as shall then be deemed appropriate by the Trustees of YSU, so much of the remaining assets of Youngstown as may be legally devoted to such purposes and as are not needed to meet the then remaining obligations or liabilities of Youngstown, and without limiting the generality of the foregoing such purposes may include the support or development of auxiliary enterprises of YSU.

11. If, after the Effective Date, it becomes necessary for authorized representatives of Youngstown, its successors and assigns, to have access to certain specific records and files transferred to the Trustees of YSU hereunder in connection with legitimate requests for historical records, research, or other reasonable purposes, then such representatives shall have access to those records and files transferred hereunder to which such a need relates. It is not intended by the aforesaid provision to place any obligation upon the Trustees of YSU to maintain the records and files transferred hereunder for any specific period of time.

12. (a) The covenants, agreements, representations and warranties set forth herein shall survive the closing on the Effective Date. _____

(b) Each of the parties represents that it has duly complied with all necessary corporate or other procedures preliminary to the execution of this Agreement, and that the persons executing this Agreement on behalf of the respective parties are duly authorized to execute this Agreement on behalf of the parties hereto.

(c) Each Trustee of the Board of Trustees of Youngstown shall be deemed to be acting in the execution and performance of this Agreement in his official and representative capacity and

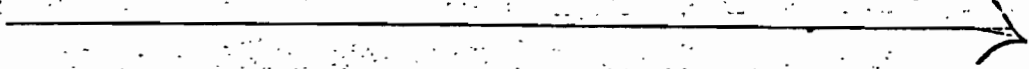
not as an individual.

13. The Trustees of YSU shall have no obligation to assume any liabilities of Youngstown unless such assumption is expressly provided herein. The Regents in no event shall have any responsibility for the liabilities of Youngstown.

14. Both parties agree to use their best efforts and take all necessary action to effect the transition from The Youngstown University to YSU without any interruption in the instruction of students and the work of the faculty and staff of Youngstown.

15. All students (Day and Evening) of The Youngstown University on the Effective Date shall be transferred in good standing and with similar status to YSU. The course credits of all such students will be accepted with identical or equated value by YSU. Course credits of all former students of The Youngstown University who have left the University prior to graduation will become part of the records of YSU's Registrar, and will be officially recognized by YSU as credits available for re-enrollment or for transfer to other institutions of higher learning. All living graduates of The Youngstown University together with Honorary Alumni holding Honorary Degrees from The Youngstown University will on the Effective Date become alumni of YSU (formerly The Youngstown University). Any student currently enrolled at The Youngstown University not returning in 1967-1968 but in a later year shall reapply for admission to YSU.

16. Youngstown may after the Effective Date continue to use the name "The Youngstown University" so long as Youngstown retains its corporate identity.

17. This Agreement shall inure to the benefit of the successors and the assigns of the parties hereto, and where expressly provided herein to the individual Trustees and Members of Youngstown. No rights are created by this Agreement enforceable by any person, firm or entity other than the parties to the Agree- 

ment and the Trustees of YSU, the individual Trustees and Members of Youngstown and the successors and assigns of the parties as provided in the preceding sentence.

18. The Regents agree to cooperate and to use their best efforts to cause the Trustees of YSU to cooperate with Youngstown in connection with (i) Youngstown's efforts to acquire the additional area of approximately 36 acres, known as Phases II and III of the Youngstown Urban Renewal project and (ii) Youngstown's efforts to obtain funds from the Administration of the Higher Educational Facilities Act of 1963 and other agencies of the United States Government for construction and equipment of the Health and Physical Education Building referred to in paragraph 8 above. Youngstown's obligation to transfer any premises to the State of Ohio hereunder which have been acquired or will be acquired from the City of Youngstown under Urban Renewal projects is subject to Youngstown's obtaining all necessary consents and approvals by the City of Youngstown and other Governmental agencies to such transfer hereunder, and Youngstown shall have no obligation to further develop such premises except as expressly provided for herein. Regents will use their best efforts to cause such premises to be developed and used in accordance with the requirements of such Urban Renewal projects.

19. This Agreement is executed by the parties as of this _____ day of _____, 1967 and shall be effective from and after its execution. In the event the Effective Date as defined above shall not have occurred on or before December 31, 1968 either party may by written notice to the other party rescind this Agreement and thereafter neither party shall have any obligation or liability hereunder.

20. This Agreement sets forth the entire understanding of the parties. This Agreement shall not be modified except by a

writing duly executed by the parties hereto. Three copies of this Agreement shall be executed.

OHIO BOARD OF REGENTS

THE YOUNGSTOWN UNIVERSITY,
ACTING BY AND THROUGH ITS
BOARD OF TRUSTEES

By _____

By _____

I find nothing in the statutes or the Constitution of the State of Ohio to restrict the Ohio Board of Regents from entering into this Agreement.

Wm. B. Saxbe, Attorney General

Approved by the City of Youngstown by its Board of Control.

By _____
Mayor

By _____
Director of Law

And _____
Director of Finance

EXHIBIT APREMISES TO BE CONVEYED

to

STATE OF OHIOPARCEL NO. 1

Situated in the City of Youngstown, County of Mahoning and State of Ohio, being known as Youngstown City Lots Nos. 790, 691, 10651, south part of 10652, 1516, 1517, 1518, 1519, 1520, part of 1521, part of 1522, part of 2260, part of 2259, 2258, 2257, 2256, 5055, 797, 61062 (61062 was formerly 5056, part of 5057, and 2047), north part of 5057, and 1826, and further bounded and described as follows:

Beginning at a point which is the intersection of the northerly line of Lincoln Avenue with the westerly line of Wick Avenue;

Thence north 32° east along the westerly line of Wick Avenue a distance of approximately 502.5 feet to an iron pin at the southeasterly corner of that northerly part of City Lot 10652 now owned by The Butler Art Institute;

Thence north $33^{\circ} 10'$ west along the southerly line of the northerly portion of Youngstown City Lot No. 10652, now owned by The Butler Art Institute, (which line is the northerly line of lands conveyed to The Youngstown College by deed of The Butler Art Institute dated May 21, 1947, recorded at Volume 592, Page 23 of Mahoning County Deed Records), and the extension thereof, a distance of approximately 391.30 feet to a point in Youngstown City Lot 2259 (which point is distant south $58^{\circ} 18'$ west 159 feet from a point on the easterly line of Bryson Street, located 327.3 feet south 32° west from the southerly line of Spring Street);

Thence north 32° east across the northeasterly part of Lot No. 2259, across the easterly ends of Lots Nos. 2260, 1522 and 1521, and along the easterly lines of Lots Nos. 1520, 1519, and 1516, a distance of about 327.6 feet to a point on the southerly line of Spring Street which is also the northwesterly corner of Lot No. 1516;

Thence in a westerly direction along the southerly line of Spring Street a distance of 159 feet to the intersection of the southerly line of Spring Street with the easterly line of Bryson Street;

Thence south 32° west along the easterly line of Bryson Street a distance of approximately 825 feet to the intersection of the easterly line of Bryson Street with the northerly line of Lincoln Avenue;

Thence south 58° 26' east along the northerly line of Lincoln Avenue a distance of approximately 550 feet to a point at the intersection of such line with the westerly line of Wick Avenue, which point is the place of beginning; subject however to all legal highways.

The premises included in such Parcel No. 1 are intended to include all lands located within a block bounded on the east by the west line of Wick Avenue, on the north by the south line of Spring Street, on the west by the east line of Bryson Street, and on the south by the north line of Lincoln Avenue; save and except lands in the northeasterly part of such block which are owned by The First Christian Church and The Butler Art Institute.

The lands include in Parcel No. 1 are all of the lands within such block which were conveyed to The Youngstown University by deeds as follows:

Grantors	Date of Deeds	Recorded at Mahoning County Deed Records	
		Volume	Page
The Young Men's Christian Association of Youngstown, Ohio	Feb. 8, 1944	537	189
Loretta C. Stuhldreher	June 28, 1946	571	320
Nettie A. Resch, et. al.	Nov. 22, 1946	588	687
Trustees u/w Daniel Roobel	Dec. 26, 1946	588	683
The Butler Art Institute	May 21, 1947	592	23
Colin R. Clark	Aug. 28, 1948	610	641
The Butler Art Institute	Nov. 18, 1949	631	224
The Butler Art Institute	Nov. 18, 1949	631	223
Peter and Anna Lakatos	Nov. 14, 1956	808	245
The City of Youngstown	June 23, 1966	1093	466

PARCEL NO. 2

Situated in the City of Youngstown, County of Mahoning and State of Ohio,

And known as being the southerly 85 feet from front to rear of Youngstown City Lot No. 885, according to the latest enumeration of lots in said City, formerly known as Sublot No. 7 in C. B. Wick's Addition, Subdivision of a part of Original Youngstown Township Lot No. 42, as shown by the recorded plat of said Subdivision in Volume 1 of Maps, Page 73 of Mahoning County Records.

Said southerly part of said Lot No. 885 has a frontage of 85 feet on the northwesterly side of Wick Avenue and extends back between parallel lines 300 feet and has a rear line of 85 feet, as appears by said plat, be the same, more or less, but subject to all legal highways.

Being the premises conveyed to the Young Men's Christian Association of Youngstown by deed of Helen S. Thomas and Charles S. Thomas and dated August 4, 1941, recorded at Volume 511, Page 491 of Mahoning County Deed Records, and conveyed to The Youngstown College by deed of the Young Men's Christian Association of Youngstown, Ohio, dated February 8, 1944, recorded at Volume 537, Page 189 of Mahoning County Deed Records.

PARCEL NO. 3.

Situated in the City of Youngstown, County of Mahoning and State of Ohio, and being known as Youngstown City Lots Nos. 11393, 1633, 4775, 1435, 11399, 11398, and the westerly 17 feet 1 inch of Lot No. 11396,

And being the premises conveyed to The Youngstown College by deed of William Browning Pollock II, dated March 31, 1950, recorded at Volume 636, Page 179 of Mahoning County Deed Records, and by deed of the Executors of the Estate of Mary Wick Pollock, deceased, dated March 31, 1950, recorded at Volume 660, Page 327 of Mahoning County Deed Records.

PARCEL NO. 4

Situated in the City of Youngstown, County of Mahoning and State of Ohio, being known as Youngstown City Lots Nos. 1436, 11419, part of 11420, 11421, 11422 and 11423, parts of Lots Nos. 4476 and 14617, and a part of Outlot No. 32; being all of the lands conveyed to The Youngstown College by two deeds of John W. Ford, Dorothy W. Ford, and Josephine F. Agler, dated October 9, 1951, recorded at Volume 657, Page 418 of Mahoning County Deed Records, and dated January 7, 1952, recorded at Volume 657, Page 550 of Mahoning County Deed Records,

respectively, and by a deed of 525 Wick Avenue, Inc. dated August 5, 1954, recorded at Volume 768, Page 561, of Mahoning County Deed Records, and by a deed of Philemena Finamore, dated February 28, 1955, recorded at Volume 766, Page 516 of Mahoning County Deed Records.

Save and except those portions of City Lot No. 11420 and Outlot No. 32 which were conveyed out by deed of The Youngstown College to 525 Wick Avenue, Inc. dated October 20, 1954, recorded at Volume 768, Page 581, of Mahoning County Deed Records.

PARCEL NO. 5.

Situated in the City of Youngstown, County of Mahoning and State of Ohio, and known as being City Lot No. 791 according to the latest enumeration of Youngstown City Lots and Outlots, bounded and described as follows:

Beginning on the easterly side of Wick Avenue at a point which is distant northerly five hundred forty-eight and one-half (548-1/2) feet from the intersection of the easterly line of Wick Avenue with the northerly line of East Rayen Avenue, said point of beginning being also the northwesterly corner of City Lot Number Seven Hundred and Ninety-two (792); running thence easterly, along the northerly line of said City Lot Number Seven Hundred and Ninety-two (792), a distance of Three Hundred (300') feet, to the northeasterly corner of said City Lot Number Seven Hundred and Ninety-two (792); running thence northerly, parallel with the easterly line of Wick Avenue, a distance of One Hundred Eighty (180') feet, to the southerly line of City Lot Number Forty-seven Hundred and Eighty (4780); running thence westerly, along the southerly line of said City Lot Number Forty-seven Hundred and Eighty (4780), a distance of Three Hundred (300') feet, to the easterly line of Wick Avenue; running thence southerly, along the easterly line of Wick Avenue, a distance of One Hundred and Eighty (180') feet, to the place of beginning; formerly known as Sublot Number Twenty-seven (27) of Wick's subdivision, plat of which is recorded in Volume 6, Page 14, Mahoning County Records of Maps.

Being all of the premises conveyed to The Youngstown College by deed of The Jewish Federation of Youngstown, dated March 31, 1952, recorded at Volume 654, Page 469 of Mahoning County Deed Records.

PARCEL NO. 6.

Situated in the City of Youngstown, County of Mahoning and State of Ohio, and known as being City Lot No. 771 according to the latest enumeration of Youngstown City Lots and Outlots, bounded and described as follows:

Grantors	Date of Deeds and Certificates of Transfer	Recorded at Mahoning County Deed Records Volume	Page
The First Christian Church of Youngstown, Ohio	July 26, 1955	766	516
Katherine H. Smith, de- ceased (by Will and Certificate of Transfer)	Dec. 11, 1963	1017	434
The City of Youngstown	June 23, 1966	1093	466
The City of Youngstown	June 6, 1967	1020	426

PARCEL NO. 8.

Situated in the City of Youngstown, County of Mahoning and State of Ohio and known as being Youngstown City Lot No. 61103 (formerly Lots Nos. 1624, 1796, 954, 1628, 1629, 1794 and part of 923), Youngstown City Lot No. 61104 (formerly Lots Nos. 1684, 952, 15074, 951, 16073, 16072, 16071, Part of 927, 926 and 953); City Lot No. 1525 and part of Lot No. 923; being premises bounded as follows:

On the east by the west line of Bryson Street; by Youngstown City Lot No. 924 and Lot No. 925, owned by the Lucy R. Buechner Corporation; and by the east part of Lot No. 927;

On the south by the north line of Spring Street;

On the west by the east line of Elm Street; and

On the north by Kennywood Court, Lot No. 928 and the east part of Lot No. 927; and

Being premises described as Disposition Parcels Nos. 10, 11, 11A and 12 in deed of the City of Youngstown dated June 23, 1966, recorded at Volume 1093, Page 466, which conveyed such premises to The Youngstown University.

PARCEL NO. 9.

Situated in the City of Youngstown, County of Mahoning and State of Ohio, known as Youngstown City Lot No. 61106 (formerly Lots Nos. 5211, 3398, 3399, 3400, 3401, 4025, 4024, 4023, 4022 and part of 4021), and as Youngstown City Lot No. 61105 (formerly Lots Nos. 3204, 3203, 3405, 3404, 3403, 3402, 4026, 4027, 4028, 4029, 4030 and 2808-1/2), being premises bounded:

On the north by the south line of Arlington Avenue;

On the east by the west line of Elm Street;

On the south by the north line of Lincoln Avenue; and

On the west by Youngstown City Lot No. 5210 and the west part of Lot No. 4021; and

Being those premises described as Disposition Parcels Nos. 8 and 9 in deed of the City of Youngstown dated June 23, 1966, recorded at Volumes 1093, Page 466 of Mahoning County Deed Records by which such premises were acquired by The Youngstown University.

PARCEL NO. 10.

Situated in the City of Youngstown, County of Mahoning and State of Ohio, and known as being part of Youngstown City Lot No. 966 and all of Youngstown City Lots Nos. 967, 968, 969, 1020, 1021, 1808, 1809, 17981 and 17982 according to the latest enumeration of lots in said City.

Said part of said City Lot No. 966 and all of Youngstown City Lots Nos. 967, 968, 969, 1020, 1021, 1808, 1809, 17981 and 17982 taken together form one parcel of land bounded and described as follows:

Beginning at the intersection of the southwesterly line of Grant Street with the northwesterly line of Elm Street; thence northwesterly along the southwesterly line of said Grant Street a distance of 200 feet to an angle therein; thence continuing westerly along the southerly line of Grant Street a distance of 170.55 feet but to the intersection thereof with the easterly line of City Lot No. 1019; thence southerly along the easterly line of City Lot No. 1019 a distance of 175 feet to the intersection thereof with the northerly line of Youngstown City Lot No. 964; thence easterly along the northerly line of said Youngstown City Lot No. 964 to the northeasterly corner thereof; thence southwesterly along the southeasterly line of said City Lot No. 964 a distance of about 190 feet but to the intersection thereof with the northeasterly line of Spring Street; thence southeasterly along the northeasterly line of said Spring Street a distance of 60 feet but to the intersection thereof with the northwesterly line of City Lot No. 965; thence northeasterly along the northwesterly line of City Lot No. 965 a distance of 80 feet to the northwesterly corner thereof; thence southeasterly along the northeasterly line of said City Lot No. 965 a distance of 75 feet to a point; thence northeasterly and parallel with the northwesterly line of said Elm Street a distance of 60 feet to a point on the northeasterly line of City Lot No. 966; thence southeasterly along the

northeasterly line of said City Lot No. 966 a distance of 125 feet but to the intersection thereof with the northwesterly line of Elm Street; thence northeasterly along the northwesterly line of Elm Street a distance of 283.25 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Being lands formerly known as the Elm Street School, which were acquired by The Youngstown University by deed of The Board of Education, Youngstown City School District, dated September 10, 1965, recorded at Volume 1064, Page 152 of Mahoning County Deed Records.

PARCEL NO. 11.

Situated in the City of Youngstown, County of Mahoning and State of Ohio, and known as being City Lots Nos. 14732, 19011, and the north 25 feet of Lot No. 14733, being those premises described in two deeds to The Youngstown University by S. Fern Bliss and William E. Bliss, as Grantors, one dated December 27, 1960, recorded at Volume 939, Page 11 of Mahoning County Deed Records, and the other dated January 3, 1961, recorded at Volume 939, Page 15 of Mahoning County Deed Records.

Subject, however, to life estates reserved during the lives of said Grantors by the provisions of said two deeds.

PARCEL No. 12.

Situated in the Township of Liberty, County of Trumbull and State of Ohio.

Situated in the north part of Great Lot #8 of Liberty Township, Trumbull County, Ohio, and bounded and described as follows:

Beginning at the northeast corner of The Churchill Coal Company plat which is recorded in Plat Book #5, Page 47, Trumbull County Records of Plats; thence S $1^{\circ} 08-1/2'$ W along the east line of said Plat 984.5 feet to the southeast corner of said plat; thence N $87^{\circ} 53-1/2'$ W along the south line of lots 13 and 9 in said plat 835.3 feet to the southwest corner of Lot #9; thence N $1^{\circ} 08-1/2'$ E. 526.8 feet to the northwest corner of Lot #13; thence S $89^{\circ} 22-1/2'$ E on the north side of Lot #13 a distance of 100 feet; thence N $1^{\circ} 08-1/2'$ E 435.5 feet to the northwest corner of Lot #7; thence S $89^{\circ} 22-1/2'$ E 735 feet to the place of beginning, containing within said bounds 17.6 acres of land which includes all of the lots numbers 1-2-3-4-5-6-7-9-10-11-12-13-14-15-16-17-18 of the Churchill Coal Company's Plat; together with such rights, if any, as were

created by vacation of Roadway by resolution of the Commissioners of Trumbull County adopted July 25, 1951, recorded at 4 Journals, 133 of Trumbull County.

Being premises conveyed to Youngstown College by deed of Arnold D. Stambaugh dated March 2, 1950, recorded at Volume 555, Page 6 of Trumbull County Deed Records.

PARCEL NO. 13.

Situated in the Township of Hartford, County of Trumbull and State of Ohio, and is a part of Section 37 in the original survey of said Township and bounded and described as follows:

Beginning at an iron pin set in the township line, at the southwest corner of lands set off to William R. McFarland in partition proceedings in the Common Pleas Court of Trumbull County, Ohio, Volume 84, Page 272, et seq.; thence south $87^{\circ} 28'$ east a distance of 855.58 feet to lands now or formerly owned by H. T. Gates; thence south $1^{\circ} 40'$ west 101.97 feet to a point; thence $87^{\circ} 28'$ east 616.93 feet to a point; at the southwest corner of lands now or formerly owned by Henry Loaming; thence south $86^{\circ} 35'$ east 580.47 feet to the southwest corner of lands now or formerly owned by C. Soak; thence south $2^{\circ} 28'$ west 658.02 feet to a point; thence south $1^{\circ} 45'$ west 540.21 feet to a point; thence south $1^{\circ} 45'$ west 805.20 feet to a point in the center line of a diagonal road; thence south $49^{\circ} 09'$ west 787.60 feet to a point; thence north $88^{\circ} 09'$ west 1460.14 feet to a point on the township line and the center line of the road; thence north $1^{\circ} 40'$ east a distance of 2674.16 feet to the place of beginning and contains about 100.40 acres of land, be the same more or less, but subject to all legal highways.

Being these premises conveyed to Youngstown University by deed of The Trumbull Arboretum and Conservation Association dated January 12, 1966, recorded at Volume 842, Page 613 of Trumbull County Deed Records.

PARCEL No. 14. Any and all additional lands in the City of Youngstown, County of Mahoning and State of Ohio which may be included in Phase I of the Urban Renewal Project of the City of Youngstown as to which The Youngstown University may have contractual or other rights, it being understood that such lands will include Youngstown City Lots Nos. 5210, 5209, 4019, 4020, and the westerly part of Lot No. 4021 and possibly portions of City Lots Nos. 5208 and 4018 which may be hereafter conveyed by the City of Youngstown to The Youngstown University.

Parcel No. 14 will be transferred to the State of Ohio on the Effective Date or as soon thereafter as The Youngstown University acquires title thereto.

PARCEL No. 15. Premises situated in Liberty Township, Trumbull County, Ohio, known for street purposes as 1010 Colonial Drive, Youngstown, Ohio, if acquired by The Youngstown University for use as a President's house, pursuant to action of its Trustees and Members at a meeting held June 9, 1967.

Parcel No. 15 will be transferred to the State of Ohio on the Effective Date or as soon thereafter as The Youngstown University acquires title thereto.

EXHIBIT B.

(Conformed Copy)

THIS AGREEMENT, made this 9th day of October, 1964,
by and between the BOARD OF TRUSTEES OF THE RAYEN SCHOOL of the City of
Youngstown, hereinafter designated the "Lessor", and THE YOUNGSTOWN
UNIVERSITY, a corporation not for profit, hereinafter designated the
"Lessee",

WITNESSETH THAT:

WHEREAS, the Lessor is an incorporated Board originally or-
ganized under provisions of the Act of the Legislature of Ohio of March 26,
1856, 53 O.L. 33, pursuant to instruction of William Rayen in ITEM SIXTH of
his Last Will and Testament which was probated in 1854 as Estate No. 469,
Docket 2, Page 41 in the Mahoning County, Ohio, Probate Court, and recorded
in Vol. 1, Page 461 of the Records of Wills in said Court, and for nearly
one hundred years has engaged in administering the educational trust therein
established for the benefit of young people of Youngstown Township, primarily
in the group of what is known as high school age, and the Lessee is a cor-
poration not for profit organized under the laws of Ohio for purpose of fur-
nishing educational opportunity primarily for the youth of the same community;
and

WHEREAS, the Lessor Board of Trustees believes that due to
changes of conditions occurring during said nearly one hundred years of its
existence, the task of furnishing adequate educational facilities for young
people in Youngstown Township through the high school age is adequately met
by the public school system and that the age group in that community most
in need of educational opportunity from other than public sources, is the

group next above high school age, particularly in the field of technical education; and

WHEREAS, since 1945 Lessor and Lessee have been cooperating in providing technical facilities for young people in Youngstown Township above the high school age by permitting Lessee to conduct on the premises herein described, a school known both as the "William Rayen Technical Institute of The Youngstown University", and as the "William Rayen School of Engineering of The Youngstown University", pursuant to the terms and conditions of an agreement dated February 23, 1945, a copy of which is recorded in Volume 75, page 55 of Mahoning County Lease Records; and

WHEREAS, the resources of the Rayen Trustees are not adequate alone to finance a program of the nature and size required by the conditions to be met, and the Lessee also is handicapped by lack of adequate location, quarters and physical facilities for further development and continuance of its technical courses to the extent desirable in an industrial community; and

WHEREAS, the parties believe that they should each be serving the same need in the community and that their respective facilities will complement those of the other, and desire to continue their joint efforts to the better serving of the common cause without limiting their respective proper control and direction of the properties entrusted to their administration.

NOW, THEREFORE, the Lessor hereby lets and leases to the Lessee the following described premises, to-wit:

SITUATED in the City of Youngstown, County of Mahoning and State of Ohio, and known as being parts of Youngstown, Ohio, City Lots Numbers 611, 612 and 613, more particularly bounded and described as follows:

Beginning at the point which marks the intersection of the west line of Wick Avenue with the north line of Wood Street; thence northerly along said west line of Wick Avenue 436

feet, more or less, to a point which is the southwest corner of Wick and Rayen Avenues; thence westerly along the south line of Rayen Avenue to the northeasterly corner of City Lot Number 614; thence southwesterly along said line of City Lot Number 614 to the southeasterly corner of said lot; thence along the southwesterly line of City Lot 614, 25 feet more or less to the point marking the northeasterly corner of City Lot 610; thence in a southwesterly direction along the southeast side of City Lot 610, 218 feet to the north line of Wood Street; thence in a southeasterly direction along the north line of Wood Street 25 feet to a point; thence northeasterly parallel to the southeast line of City Lot 611, 150 feet to a point; thence southeasterly parallel to Wood Street, 75 feet to a point in the east line of City Lot 611; thence southwesterly along said east line of City Lot 611 to a point in the north line of Wood Street; thence along the north line of Wood Street to the place of beginning.

Together with and subject to an agreement with the Y.W.C.A. for an easement for light, air, and driveway purposes, which easement covers a strip of City Lot 613 which is 15 feet wide and a strip of City Lot 614 which is 5 feet wide along the line between City Lots 613 and 614.

Subject, however, (1) to an easement for light and air in the Board of Education of the Youngstown City School District in a strip of land twelve and one-half (12-1/2) feet wide surrounding the premises owned by said Board of Education in City Lot No. 611; (2) to a joint easement for ingress and egress and an exclusive parking easement in said Board of Education on a strip of land 25 by 162-1/2 feet between the northwesterly line of City Lot No. 611 and the premises of the Board of Education; and (3) to a twenty (20) year lease for parking purposes in a strip 25 by 100 feet lying northeast of the rear of the present Board of Education Building.

TO HAVE AND TO HOLD the same for the term of Fifty (50) Years commencing on the first day of March, 1965 and ending on the 28th day of February, 2015, upon the terms and conditions hereinafter set forth.

1. The Lessee agrees, during the term of said lease, to conduct on said premises a technical and engineering school of College grade, together with such trade school courses for the benefit of young persons in the community, as its Board of Trustees may determine; and agrees that, if applications for admissions to such school shall exceed the capacity of the facilities which it is able to furnish, preference in admissions shall be given to residents of Youngstown Township under

the age of twenty-two (22) years, and that, insofar as the same reasonably may be determined, preference in admission shall be given to those whose parents or guardians are least able financially to provide for their education.

The Lessee agrees during the term of this lease to provide and finance the necessary course of instruction, faculty and equipment to make such technical school a creditable educational institution which will accord with the purposes of Judge William Rayen, as contained in his said Last Will and Testament.

II. The name of such school shall be the "WILLIAM RAYEN SCHOOL OF ENGINEERING of THE YOUNGSTOWN UNIVERSITY". The parties intend that such technical and engineering school shall be administered as a separate school bearing somewhat the same relationship to The Youngstown University and the different schools conducted by it as the relationship currently existing between many universities and the colleges which comprise them.

III. The parties agree that Lessee has heretofore expended ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) in remodeling and equipping the building on said premises for such use as a technical and engineering school, pursuant to the provisions of said former agreement dated February 23, 1945.

IV. The Lessee agrees that it will provide free scholarships each year in such technical school in a total amount not less than the amount of any surplus of its gross income in the operation of such technical school in the prior school year over the expense of conducting the same. Such scholarships shall each be of the amount of the tuition currently paid by students in the school and shall be provided only for the residents of Youngstown Township. Provision shall also be made

in awarding such scholarships to give reasonable preference to those financially most in need of the same.

V. The Lessee agrees to be bound in the use of the property and conduct of said institute by all affirmative prohibitions found in the Will of William Rayen.

VI. The Lessor may from time to time contribute such funds to the operation of the institute as it, in the discretion of its Board of Trustees, may determine, and shall have the control and supervision of the expenditures of all such funds contributed by it to operating the school, or maintaining the building and grounds.

It is understood, however, that the Lessor shall be under no obligation to make such expenditures during the period of the lease as it is an expressed purpose of this agreement to permit the Lessor to cumulate its income and to build up its endowment funds while hereby devoting the leased premises to advancing the purposes of the Lessor's founder during the period.

VII. The parties believe that such Technical Institute will be conducted during the term of the lease without any substantial differences of opinion between the Lessor and Lessee as to the same, and without infringement by either upon the proper performance of its trust by the other. Nevertheless, if for any reason either party desires to terminate the relationship, each of the parties shall at any time during the term of the agreement be privileged to terminate it by giving Three Years' written notice of its election so to terminate; provided, however, that if the Lessor shall elect to terminate the same at any time, it shall pay to the Lessee before the latter shall be compelled to surrender possession, a sum of money determined as follows:

The parties shall agree from time to time upon the nature of major improvements, alterations and capital expense to be made upon the building, including fixtures which cannot be removed without substantial detriment, and shall agree upon their cost at the time that such expenditures are made. The amount of such expenditures, including the \$160,000 mentioned in paragraph III, shall be amortized in equal monthly installments over the period from March 1, 1945 to February 28, 2015, and any termination of the lease by the Lessor shall become effective only upon payment to the Lessee by the Lessor of the unamortized amount, on the date of surrender of possession, of such capital expenditures for improvement not reasonably removable by the Lessee for its own account.

No new expenditure shall be added to such amortizable Capital Account except with the consent of the Lessor, although the Lessee may make alterations and additions for its own account whenever it sees fit.

No alteration of the premises involving removal, destruction or major change of any substantial part of the building now on the premises shall be made at any time during the lease without consent of the Lessor.

In the event that the election to terminate the lease made by the Lessor shall be by reason of the failure of the Lessee to conduct and operate a technical or engineering school of the nature and quality herein provided for, or by reason of any waste being committed upon or unnecessary damage done to the leased premises, or of any other substantial breach of the Lessee's obligations hereunder, there shall be no obligation on the part of the Lessor to make such payment as a condition to its right to recover possession of the premises.

VIII. The Lessee agrees to keep the buildings upon the premises insured for the protection of the Lessor and the Lessee, as their respective interests may appear, against loss by fire or windstorm, in an

amount sufficient to replace any such loss, or such other sum as may hereafter from time to time be agreed upon by the parties. The Lessee shall also procure such liability insurance for protection of both parties as the parties shall hereafter determine.

It is agreed that in the event of the destruction or damage to the buildings by the elements or other cause, the parties will each contribute all insurance money which they shall receive by reason of such casualty to rebuilding or repairing the buildings and equipment on the premises for use as such technical or engineering school as herein provided.

IX. The Lessor shall have the privilege of withdrawing from the terms of the lease, parcels fronting on either Wood Street or Rayen Avenue not to exceed One Hundred Twenty (120) feet in depth for purposes of leasing them for revenue producing purposes for the account of the Lessor.

Such leases shall in no event be for uses interfering in any substantial way with the reasonable use by the Lessee in conducting such school and shall not permit of unsightly construction by the tenants of such parcels which would tend in substantial degree to deteriorate unreasonably the desirability of the premises for school use. The Lessor shall notify the Lessee of its desire to make any such lease before making the same and will be bound by any reasonable request of the Lessee that the same not be made.

X. The parties contemplate that it will probably be desirable to continue this agreement for an additional period of time after February 28, 2015, depending upon the circumstances of both parties hereto and the needs of the youth of Youngstown Township with respect to educational facilities at such time and it is, therefore, agreed that if the agreement has not

been otherwise terminated prior thereto, the parties will review the circumstances prior to such expiration date and that they may at any time prior to such expiration date extend the termination date for such period subsequent to February 28, 2015 as may be mutually agreed upon by the parties hereto by a writing signed and delivered prior to such termination.

XI. The Lessee will deliver up and surrender to the Lessor, its successors and assigns, the possession of the premises hereby leased, at the expiration of the term aforesaid, or any extension thereof, in as good condition and repair as the same shall be in at the commencement of said term, the natural wear, tear and decay, and the destruction or damage by the elements or electricity, or by any act of God, or by means of invasion, insurrection, riot or civil commotion, or of any military or usurped power, only excepted.

IN WITNESS WHEREOF, the BOARD OF TRUSTEES OF THE RAYEN SCHOOL have hereunto set their hands, and THE YOUNGSTOWN UNIVERSITY has caused its name to be subscribed by the hands of HOWARD W. JONES, its President, and CHARLES G. WATSON, Chairman of its Board of Trustees, attested by HUGH W. MANCHESTER, its Secretary thereunto duly authorized, this, the day and year first above written.

Signed and acknowledged in the presence of:

Marian M. Moorhouse

Donald J. Libert

(As to the Board of Trustees of Rayen School)

Signed and acknowledged in the presence of:

Marian M. Moorhouse

Donald J. Libert

(As to The Youngstown University)

THE BOARD OF TRUSTEES OF THE RAYEN SCHOOL

By John W. Ford
President

Attest Dorothy U. Reinman
Secretary

THE YOUNGSTOWN UNIVERSITY

By C. G. Watson
Chairman of the Board of Trustees

H. W. Jones
President

Attest Hugh W. Manchester
Secretary

STATE OF OHIO)
COUNTY OF MAHONING) SS

Personally appeared before the undersigned Notary Public, in and for said County and State, JOHN W. FORD, President, and DOROTHY U. REINMAN,

Secretary of the Board of Trustees of The Rayen School, who acknowledged that they executed the foregoing lease on behalf of said Board of Trustees and that the same was their free act and deed personally and as such officers, and the free act and deed of such Lessor Board of Trustees.

Also personally appeared before me, CHARLES G. WATSON, Chairman of the Board of Trustees, HOWARD W. JONES, President, and Hugh W. Manchester, Secretary, of THE YOUNGSTOWN UNIVERSITY, who acknowledged that they signed the foregoing lease on behalf of THE YOUNGSTOWN UNIVERSITY, and that the same was their free act and deed personally and as such officers and was the free act and deed of such corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal this 9th day of October, 1964 at Youngstown, Ohio.

Donald J. Libert
Notary Public

THIS INSTRUMENT WAS PREPARED BY
MANCHESTER, BENNETT, POWERS & ULLMAN Attorneys-at-Law

Original document was:

filed for record with the Recorder of Mahoning County

on October 10, 1964, at 11:15 AM

Was assigned Instrument Number 732282 and

Was recorded at Volume 136, Page 681 of Mahoning County Lease Records.

YOUNGSTOWN, OHIO

EXHIBIT C.

758919

LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT made as of the 14th day of January, 1966 by and between the STATE OF OHIO, acting by and through the OHIO BOARD OF REGENTS, pursuant to the provisions of Section 3333.09 of the Revised Code of Ohio, hereinafter designated the "Lessor", and THE YOUNGSTOWN UNIVERSITY, an Ohio Corporation, not for profit, which is a public university as such term is used in said Section 3333.09, of the Revised Code, hereinafter designated the "Lessee".

WITNESSETH:

That the Lessor does hereby let and lease unto the Lessee:

- (A) Premises situated in the City of Youngstown, County of Mahoning and State of Ohio, known as two parcels of land described as follows:

PARCEL No. 1:

Being a replat of portions of City Lot Nos. 2814 and 2815 and now being known as City Lot No. 61052, situated in the City of Youngstown, County of Mahoning and State of Ohio and further bounded and described as follows:

Beginning at a point on the northerly line of Lincoln Avenue, said point being 130 feet distant along the northerly line of Lincoln Avenue from the intersection of the westerly line of Bryson Street and the northerly line of Lincoln Avenue.

Thence north 58° 26' west along the northerly line of Lincoln Avenue a distance of 252.70 feet to a point, said point being two feet easterly from the intersection of the easterly line of Elm Street and the northerly line of Lincoln Avenue, thence north 31° 25' east along a line parallel to the easterly line of Elm Street and 2 feet easterly a distance of 295.24 feet to a point, said point being 2 feet southerly from the southerly line of Arlington Street and 2 feet easterly from the easterly line of Elm Street, thence south 58° 25' east along a line parallel

to the southerly line of Arlington Street but 2 feet southerly, a distance of 255.22 feet to a point, thence south $51^{\circ} 54' 30''$ west on a line parallel to the westerly line of City Lot No. 2816 a distance of 293.24 feet to the place of beginning, containing 74,157 square feet more or less but subject to all legal highways.

PARCEL No. 2:

Situated in the City of Youngstown, County of Mahoning and State of Ohio, and known as being all of Youngstown City Lot No. 2816 and the southeasterly 6 feet, from front to rear, of Youngstown City Lot No. 2815.

Said Youngstown City Lot No. 2816 and the southeasterly part of said Youngstown City Lot No. 2815 together form a parcel of land having a frontage of 130 feet on the northeasterly side of Lincoln Avenue and extending back 295 feet on the southeasterly line, which is also the northwesterly line of Bryson Street, 295 feet on the northwesterly line, and having a rear line of 131.5 feet, which is also the southwesterly line of Arlington Street, be the same more or less, but subject to all legal highways.

Being a part of premises described in two deeds from the City of Youngstown to The Youngstown University, recorded at Volume 1059, page 259, and Volume 1072, Page 365, of Mahoning County Deed Records; and being the same premises described in deed from The Youngstown University to The State of Ohio dated January 14, 1966, 1965, filed with the Recorder of Mahoning County as Instrument No. 752918 and recorded at Volume _____, page _____ of Mahoning County Deed Records; and

- (B) All furniture and fixtures, equipment and facilities placed therein by Lessor pursuant to agreement between the parties hereto dated January 14, 1966.

TO HAVE AND TO HOLD the same for a term of Fifty (50) years commencing on the first day of September, 1967, or such earlier or later date as the day on which Lessee may take possession of the building and premises after completion of a building thereon by the Lessor, and ending Fifty (50) years after such date.

(1) This lease and agreement is made pursuant to an agreement for conveyance and lease back of premises to be used

for educational purposes between the parties hereto, dated January 14, 1966; which provides for the construction and equipping of a building on said premises by the Lessor, to which reference is hereby made.

(2) In consideration for said lease the Lessee agrees to use the building on such premises solely for educational purposes, by providing courses of instruction at the university level therein, throughout said term and any renewal thereof.

Should the Lessee cease to be a "public university or college", as such term is defined in Section 3333.09 of the Revised Code of Ohio, or should Lessee fail to use such building for such educational purposes, or use such building for other purposes, Lessor may cancel the lease by giving written notice to Lessee addressed to it at 410 Wick Avenue, Youngstown, Ohio, allowing not less than one (1) year within which to restore the use of such building to solely educational purposes.

The lease may be terminated by Lessor, in its discretion, if the regional or professional accreditation of the Lessee is withdrawn and is not renewed within One (1) year after written notice to obtain renewal of such accreditation is given by the Lessor.

(3) Lessor agrees that on or before December 31, 1967 it will certify to Lessee the actual cost to it of the building which it constructs on such premises.

At any time during the term of the lease, or any extension of such term, Lessee may give written notice to Lessor of its desire to purchase said premises, including buildings thereon and

furniture, fixtures and equipment therein which may be owned by Lessor, for a price not less than the actual cost to the OHIO BOARD OF REGENTS, less depreciation, computed at the rate customarily applied to such structures, (and furniture, fixtures and equipment). Such rate or rates of depreciation shall be determined by agreement of the parties prior to the completion of such repurchase. All calculations shall be from the first day of such term as to the buildings, and from the first day of such term or the date of acquisition of furniture, fixtures and equipment of the Lessor, whichever is later, to the date of such notice by Lessee to Lessor, and upon consent of the BOARD OF REGENTS and the payment of such purchase price (i.e. the then depreciated value of the buildings and the furniture, fixtures and equipment therein owned by Lessor), by Lessee to the Lessor, or to the Lessor's order, Lessor shall cause title to such premises, including all of Lessor's buildings thereon and all of Lessor's furniture, fixtures and equipment therein, to be reconveyed and transferred to Lessee by proper deed or other instruments of transfer which will convey title free and clear of all encumbrances, except those now of record or caused by act or default of the Lessee.

(4) Lessor shall be under no obligation to provide any type of insurance against loss caused by fire, lightning, wind or other peril to the building on such premises, or the furniture, fixtures, equipment and facilities therein. Should Lessee elect to do so it may provide, at its expense, any form of insurance which it may deem proper, with loss payable to Lessee and Lessor as their interests may appear. Should any losses

occur and any sums be payable under any policies of insurance so provided by Lessee, the Lessor will assign and transfer its rights to all portions of such insurance proceeds to the Lessee, to permit Lessee to repair or replace the damage caused by any such peril.

(5) Lessee will bear all costs of maintenance and repair of such building, furniture, fixtures and equipment during the term of the lease, and Lessee will make such interior alterations of the buildings as it may deem proper, at its own cost and expense. Lessee will make no major additions or alterations to the interior or exterior of the buildings without first obtaining Lessor's written consent thereto. Furniture, fixtures or equipment which becomes obsolete or worn out during the term may be disposed of as the Lessee deems proper.

(6) The term of the lease may be renewed by the Lessee for a like term of Fifty (50) years to commence on the expiration of said original Fifty (50) year term, by notice in writing to the Lessor given on or before the last day of said original term.

(7) The Lessee will deliver up and surrender to the Lessor, or its successors, the possession of the premises hereby leased, at the expiration of the term aforesaid, or any extension or renewal thereof, in as good condition and repair as the same shall be in at the commencement of said term, the natural wear, tear and decay, and the destruction or damage by the elements or electricity, or by any act of God, or by means of invasion, insurrection, riot or civil commotion, or by any military or usurped power, only excepted.

IN WITNESS WHEREOF, THE OHIO BOARD OF REGENTS,
acting for the State of Ohio, pursuant to the provisions of Section
3333.09 of the Revised Code of Ohio, by John D. Millett, its Chancellor,
pursuant to authority conferred by action of said Board of Regents;
and THE YOUNGSTOWN UNIVERSITY by Howard W. Jones, Its President, and
Charles G. Watson, its Chairman thereunto duly authorized and by action
of its Board of Trustees at a meeting held March 8, 1965, have hereunto
caused their names to be subscribed to duplicate copies hereof as of the
day and year first aforementioned.

Signed and Acknowledged
in the Presence of:

Jack B. Bachtel

THE OHIO BOARD OF REGENTS

By John D. Millett
John D. Millett, Chancellor
acting for the State of Ohio

W. B. ...
As to The Ohio Board of Regents

THE YOUNGSTOWN UNIVERSITY

Frank W. Manchester

By Charles G. Watson
Charles G. Watson, Chairman

Howard W. Jones
As to The Youngstown University

And Howard W. Jones
Howard W. Jones, President

STATE OF OHIO)
COUNTY OF FRANKLIN) SS

Before me, a Notary Public in and for said County and
State, personally appeared the above named THE OHIO BOARD OF REGENTS,
by JOHN D. MILLETT, its Chancellor acting for the State of Ohio, who
acknowledged that he did sign the foregoing instrument, and that the
same is the free act and deed of said Board of Regents, and his free
act and deed personally and as such officer, for and on behalf of the
State of Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Columbus, Ohio this 14th day of January, A. D.
1966.

Margaret ...
Notary Public

Franklin County, Ohio.

My Commission expires Aug. 11, 1970

STATE OF OHIO)
COUNTY OF MAHONING)

Before me, a Notary Public in and for said County and
State, personally appeared CHARLES G. WATSON, Chairman of the Board



of Trustees, and HOWARD W. JONES, President of THE YOUNGSTOWN UNIVERSITY, who acknowledged that they signed the foregoing instrument on behalf of THE YOUNGSTOWN UNIVERSITY, and that the same is their free act and deed personally and as such officers and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and official seal at Youngstown, Ohio this 1st day of January, A. D. 1966.



Hugh W. Manchester
Notary Public

Hugh W. Manchester
Attorney
STATE OF OHIO

This instrument prepared by Hugh W. Manchester,

Final Agreement

*State of Ohio
by Ohio Board of Regents
Youngstown University*

RECEIVED FROM PERSONS
JAN 19 1966
at *114* *St. P. O.*
RECORDED Jan. 19, 1966
to District #2, City of Youngstown
Volume 140 Page 628
INDEXED & FILED IN *114*
17.00

EXHIBIT B
QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that THE YOUNGSTOWN UNIVERSITY (formerly THE YOUNGSTOWN COLLEGE), an Ohio non-profit corporation, the Grantor, who claims title by or through instruments recorded in the office of the Recorder of _____ County, as noted below in the separate descriptions for each parcel described herein, has given, granted, remised, released and forever quit-claimed, and does by these presents absolutely give, grant, remise, release and forever quit-claim unto the State of Ohio, the Grantee, whose tax mailing address will be _____ all such right and title as it, the said Grantor, has or ought to have in and to the following described premises:

(description)

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging, together with all buildings and improvements situated thereon, to the said Grantee, so that neither the said Grantor, nor its successors or assigns, nor any other persons claiming title through or under it, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, said THE YOUNGSTOWN UNIVERSITY has herunto caused its name to be signed hereto by its duly authorized officers this _____ day of _____, 1967.

Signed and Acknowledged
in the presence of:

THE YOUNGSTOWN UNIVERSITY

By _____

Exhibit D

STATE OF OHIO)
) SS
COUNTY OF MAHONING)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, who acknowledged that they are the _____ and _____

respectively of THE YOUNGSTOWN UNIVERSITY, and that they did sign the foregoing instrument and the same is their free act and voluntary deed individually and as officers of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1967.

Notary Public

This instrument prepared by:

Alan G. Rorick,
Attorney at Law
1956 Union Commerce Building
Cleveland, Ohio 44155

and

Hugh W. Manchester,
Attorney at Law
1106 Union National Bank Building
Youngstown, Ohio 44503

INTERIM ARRANGEMENT

Reference is made to the "Agreement and Plan of Transition" dated as of August 15, 1967 (hereinafter referred to as the "Agreement"), between The Youngstown University (hereinafter "Youngstown") acting by and through its Board of Trustees (hereinafter "Trustees of Youngstown") and the Ohio Board of Regents acting pursuant to Section 2 of Amended House Bill No. 134 (effective August 15, 1967) for the benefit of Youngstown State University and the Board of Trustees of Youngstown State University (said Youngstown State University being hereinafter referred to as "YSU" and the Board of Trustees of Youngstown State University being hereinafter referred to as "Trustees of YSU").

WHEREAS, Paragraph 5(c)(iv) of the Agreement provides:

"It is contemplated that there shall have been a final judgment by the Court as to the questions referred to in paragraph 5(a) above prior to August 31, 1967, but in event there has not been such a final judgment prior to August 31, 1967, the Trustees of Youngstown agree to negotiate with the Trustees of YSU to the end that an arrangement referred to herein as the "Interim Arrangement" may be entered into by such parties effective on such date as is mutually acceptable to such parties and maintained until the Effective Date. The Interim Arrangement shall be such temporary arrangement as shall be mutually satisfactory to such parties. The purpose of the Interim Arrangement shall be to make possible the devotion of the Assets to be Transferred and the personnel of Youngstown to an interim operation of YSU until the Effective Date insofar as this objective is feasible."

and,

WHEREAS, it appears that a final judgment by the Court as to the validity of the Agreement will not be obtained by the Court prior to August 31, 1967, and the parties hereto desire to set forth herein the "Interim Arrangement" referred to;

NOW, THEREFORE, Youngstown acting by and through the Trustees of Youngstown and the Trustees of YSU, hereby agree to the following provisions hereinafter referred to collectively as the "Interim Arrangement";

1. TERM.

The Interim Arrangement shall be effective commencing September 1, 1967, and shall terminate on the Effective Date as defined in Paragraph 9(a) of the Agreement (referred to hereinafter as the "Effective Date"), or in the event the Agreement becomes void as a result of provisions of Paragraphs 5(b) or 9(e) therein, then this Interim Arrangement may be terminated by either party upon 90 days written notice to the other party. The period of time in which the Interim Arrangement is in effect is referred to hereinafter as the "Interim Term".

2. OCCUPANCY DURING INTERIM TERM.

For the purpose of enabling the Trustees of YSU to operate YSU on the present site of The Youngstown University:

(a) during the Interim Term the Trustees of YSU shall have the exclusive use, rent-free, but subject to existing easements, licenses, estates or interests in favor of third parties and further subject to any necessary consents or approvals by third parties and the terms of this Interim Arrangement, of those assets to be transferred under the Agreement on the Effective Date to the State of Ohio or the Trustees of YSU for the benefit of YSU which are presently in the possession of Youngstown and described in Paragraphs 1(a), 1(b) and 1(c) of the Agreement;

(b) as of the first day of the Interim Term, the Trustees of Youngstown will assign or sublet, as the case may be, to the Trustees of YSU such rights or interests of Youngstown which may be legally assigned or sublet to the Trustees of YSU in those various leases and agreements referred to in Paragraphs 1(d) and 1(e) of the Agreement which the Trustees of YSU desire to assume by an assignment or a subletting. A partial list of the leases and agreements referred to in Paragraph 1(e) of the Agreement is attached hereto, marked Exhibit A, and made a part hereof. The Trustees of YSU shall notify Youngstown as soon as is reasonably possible after the date of this Agreement as to the specific leases and agreements which they desire to have assigned or sublet for the use of YSU, and with respect to such leases and agreements to be assigned or sublet, appropriate instruments of assignment or sublease shall be agreed upon and executed by the parties. Without limiting the generality thereof, such assignments or subleases shall provide that all payments to third parties called for under such leases and agreements shall be prorated between the Trustees of YSU and Youngstown as of September 1, 1967, and the Trustees of YSU shall hold harmless Youngstown from all liability, cost or expense which is referable to the period from and after September 1, 1967. With respect to those leases and agreements as to which the Trustees of YSU do not wish an assignment or a subletting as

above provided and as indicated by such notice, Youngstown shall be free to terminate or otherwise modify such leases and agreements without further obligation under the Agreement. In the event the Agreement becomes void under the provisions of either Paragraphs 5(b) or 9(e) of the Agreement or is otherwise terminated, then upon termination of this Interim Arrangement and upon request of Youngstown, the Trustees of YSU shall assign to Youngstown such rights or interests as may have been assigned or sublet to the Trustees of YSU pursuant to this Paragraph 2(b) by such form of document as Youngstown may request.

3. BOOKSTORE INVENTORY AND SUPPLIES.

Reference is made to that part of Paragraph 1(e) of the Agreement which provides that Youngstown will transfer to the Trustees of YSU on the Effective Date "all of Youngstown's bookstore and inventory, and supplies on hand on the Effective Date". In order to carry out the objectives of both the Agreement and this Interim Arrangement the plan for transfer of the bookstore and inventory and supplies is as follows:

(a) possession of the assets comprising the bookstore and its inventory, together with unpaid invoices as of September 1, 1967, shall be delivered to the Trustees of YSU on September 1, 1967. The Trustees of YSU agree to continue the operation of the bookstore during the Interim Term as an auxiliary enterprise of YSU, keeping the accounting therefor segregated from the other operations of YSU. The Trustees of YSU may in the normal course of operation of the bookstore sell the inventory and acquire

and order additional inventory to meet the needs of the operations of YSU. Out of the receipts from the operation of the bookstore the Trustees of YSU shall pay the unpaid invoices turned over from Youngstown on September 1, 1967. Upon the Effective Date Youngstown's interest in the assets comprising the bookstore and inventory will be transferred to the Trustees of YSU pursuant to Paragraph 1(e) of the Agreement. In the event the Agreement becomes void under the provisions of either Paragraph 5(b) or 9(e) of the Agreement or is otherwise terminated without consummation of the transfer to the State of Ohio or to the Trustees of YSU of the assets referred to in Paragraphs 1(a), 1(b) and 1(c) of the Agreement, then upon termination of this Interim Arrangement and upon request of Youngstown, the Trustees of YSU shall:

- (i) transfer to Youngstown, the assets comprising the bookstore and inventory in their then condition, together with all bookstore accounts payable, accounts-receivable, cash and other assets and liabilities; and
- (ii) prepare and deliver to Youngstown an accounting of the operations of the bookstore from September 1, 1967 to the date of such transfer.

It is the intention of the parties in the event of a transfer of assets back to Youngstown as described in

this Paragraph 3(a) that the bookstore shall have been operated for the account of Youngstown during the Interim Term.

(b) with respect to supplies of Youngstown on hand on September 1, 1967, and held for use in connection with the academic operations of Youngstown, such supplies shall be transferred to the Trustees of YSU on September 1, 1967 and shall be used by the Trustees of YSU in connection with the operations of YSU. Upon the Effective Date Youngstown's interest in the supplies transferred on September 1, 1967 will be transferred to the Trustees of YSU pursuant to Paragraph 1(e) of the Agreement. In the event the Agreement becomes void under the provisions of either Paragraphs 5(b) or 9(e) of the Agreement or is otherwise terminated without consummation of the transfer to the State of Ohio or to the Trustees of YSU of the assets referred to in Paragraphs 1(a), 1(b) and 1(c) of the Agreement, then upon termination of this Interim Arrangement and upon request of Youngstown, the Trustees of YSU shall transfer to Youngstown the then remaining supplies.

4. FUNDS.

Reference is made to Paragraph 1(f) of the Agreement which provides that Youngstown will transfer to the Trustees of YSU on the Effective Date:

"all Scholarship Funds, loan funds, grants, auxiliary enterprise accounts and funds, not otherwise committed, which may legally be transferred to the Trustees of YSU, and special funds then owned and set apart on Youngstown's records for special student activity purposes, some of which funds are known and identified as follows:

Student Council Accounts
Athletic Funds
JAMBAR Funds
Neon Funds
Senior Loan Fund
Dean's Loan Fund"

In order to carry out the objectives of both the Agreement and Interim Arrangement the hereinafter specified accounts and funds referred to in the foregoing quotation will be transferred from Youngstown to the Trustees of YSU on September 1, 1967, subject to the following provisions:

(a) the Parking Lot funds and the Athletic Funds of Youngstown, as of September 1, 1967, shall be used and held by the Trustees of YSU as auxiliary enterprise funds in connection with the continued operation of the parking lots and athletic program respectively. The National Defense Student Loan Fund, as of September 1, 1967, shall be used and held by the Trustees of YSU for the same purposes as such Fund is used and held by Youngstown. The accounting of the funds referred to in the preceding two sentences shall be segregated from the other funds and operations of YSU. Upon the Effective Date Youngstown's interest in the Parking Lot Funds, Athletic Funds and National Defense Student Loan Fund will be transferred to the Trustees of YSU pursuant to Paragraphs 1(f) and 7(b) of the Agreement. In the event the Agreement becomes void under the provisions of either Paragraphs 5(b) or 9(e) of the Agreement or is otherwise terminated without consummation of the transfer to the State of Ohio or to the Trustees of YSU of the assets referred to in Paragraphs

1(a), 1(b) and 1(c) of the Agreement, then upon termination of this Interim Arrangement and upon request of Youngstown, the Trustees of YSU shall:

- (i) transfer to Youngstown the assets comprising the Parking Lot funds, Athletic Funds and National Defense Student Loan Fund in their then condition; and
- (ii) prepare and deliver to Youngstown an accounting of the receipts and disbursements of the foregoing funds during the period they were held by the Trustees of YSU.

It is the intention of the parties that in the event of a transfer of assets back to Youngstown as described in this Paragraph 4(a) the parking lots and athletic program of YSU (operated as auxiliary enterprises and financed initially by funds described in this Paragraph 4(a)) and the National Defense Student Loan Fund shall have been operated for the account of Youngstown during the Interim Term.

(b) the Dean's Loan Fund, Neon Fund, Educational Opportunity Grants and National Science Foundation Grants as of September 1, 1967, shall be held and used by the Trustees of YSU during the Interim Term for the same purposes as such funds and grants are held by Youngstown. Upon the Effective Date Youngstown's interest in such funds and grants will be transferred to the Trustees of YSU pursuant to Paragraph 1(f) of the Agreement. In the event the Agreement becomes void under the provisions of

either Paragraphs 5(b) or 9(e) of the Agreement or is otherwise terminated without consummation of the transfer to the State of Ohio or to the Trustees of YSU of the assets referred to in Paragraphs 1(a), 1(b) and 1(c) of the Agreement, then upon termination of this Interim Arrangement and upon request of Youngstown, the Trustees of YSU shall:

(i) transfer to Youngstown the Dean's Loan Fund, Neon Fund, Educational Opportunity Grants, and National Science Foundation Grants in their then condition; and

(ii) prepare and deliver to Youngstown an accounting of the receipts and disbursements for such funds and grants during the period they were held by the Trustees of YSU.

(c) such agency accounts as are held by Youngstown and as to which the principal has consented to the transfer will be transferred to the Trustees of YSU on or about September 1, 1967 pursuant to such consents.

5. PERSONNEL.

During the Interim Term all personnel presently employed by Youngstown shall, if they and the Trustees of YSU so desire, become employees of the Trustees of YSU under the provisions of the Agreement. Specific reference is made to Paragraph 3(d) of the Agreement which provides in part:

"It is understood that the employment contracts which the Trustees of YSU may solicit from the Youngstown employees hereunder may be written showing the effective date to be August 31, 1967 or such earlier date as the Interim Arrangement referred to

in paragraph 5(c)(iv) below may provide. In the event the Effective Date (as defined in paragraph 9(a) below) is later than August 31, 1967 all such contracts shall be assigned to Youngstown unless such Interim Arrangement provides otherwise, in which case such provisions in the Interim Arrangement shall control. In the event that this Agreement becomes void or is rescinded as a result of the provisions of paragraphs 5(b) or 9(e) below, then any contracts entered into between the Board of Trustees of YSU and persons employed by Youngstown shall, if so directed by the Trustees of Youngstown be assigned to Youngstown."

It is hereby agreed that all such contracts (as referred to in the above-quoted excerpt from Paragraph 3(d)) shall not be assigned to Youngstown unless (a) the Agreement becomes void as a result of the provisions of Paragraphs 5(b) or 9(e) of the Agreement, and (b) the Trustees of Youngstown direct that such assignment be made.

6. AUTHORITY AND DUTIES OF YSU.

During the Interim Term:

(a) the Trustees of YSU are authorized to make at their sole expense such alterations, installations, additions and improvements in and to the land, buildings and property which are used by them hereunder as they shall determine are desirable or necessary in connection with the operation of YSU; and in the event the Agreement becomes void for any reason, such alterations, installations, additions and improvements may be removed by the Trustees of YSU at any time within 30 days after this Interim Arrangement is terminated, provided that the Trustees of YSU shall repair any damage caused by such removal;

(b) the Trustees of YSU shall take good care of the property delivered to them hereunder and, at their sole expense, make such repairs thereto as and when needed to preserve them in as good working order and

condition as when received by them hereunder, ordinary wear, damage by the elements, fire or other casualty and Acts of God excepted;

(c) the Trustees of YSU shall bear all expenses incidental to the operation of YSU hereunder and in connection with the personal and real property delivered to them hereunder, including, without limitation thereof, charges for electricity, gas, water, telephone service and real estate taxes and assessments. Real estate taxes and assessments and insurance premiums shall be prorated between the parties as of September 1, 1967. The Trustees of YSU will maintain during the Interim Term at their expense the present insurance program of Youngstown on the personal and real property delivered to them hereunder and will cause such insurance policies to insure the Trustees of Youngstown, the Trustees of YSU and the State of Ohio as their separate interests may appear.

(d) if any of the personal or real property delivered to the Trustees of YSU hereunder shall be damaged by fire or other casualty and if any proceeds of insurance resulting from such damage or loss are recovered, then such proceeds shall be applied as follows:

- (i) if the Trustees of YSU elect to immediately repair or restore such property damaged then such proceeds shall be applied directly to such repair or restoration; or

(ii) if the Trustees of YSU elect not to repair or restore such property damaged, but rather elect to replace such property with other property at a later date as a part of the development plan of YSU, then the Trustees of Youngstown shall retain such proceeds until such time as the Trustees of YSU notify the Trustees of Youngstown that they (the Trustees of YSU) are ready to proceed with the replacement whereupon such proceeds shall be paid to the Trustees of YSU.

(e) any mechanic's lien filed against real property delivered hereunder for work claimed to have been done for, or materials claimed to have been furnished to the Trustees of YSU or the State of Ohio, shall be discharged by the Trustees of YSU before possession of such property is returned to Youngstown;

(f) the Trustees of YSU, at their expense, shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any violation, order or duty upon Youngstown or the Trustees of YSU with respect to the property delivered to the Trustees of YSU hereunder or the use thereof;

(g) Youngstown or its Members or Trustees shall not be liable for any injury or damage to persons or

property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the buildings which are part of the property delivered hereunder, or from the pipes, appliances or plumbing works or from the roofs, streets, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature;

(h) if any building, improvement or property among the assets delivered hereunder is damaged or destroyed by reason of fire or other casualty, or of the elements or of Acts of God, and such damage or destruction is not covered in part or in whole by the insurance policies referred to above, then the following provisions shall be applicable:

(i) to the extent such damage or destruction is not covered by such insurance policies neither party shall have any obligation to the other to repair, restore or to pay damages for such damage or destruction; and

(ii) performance of the Agreement shall in no way be excused by either party by reason of such occurrence.

7. ASSIGNMENT.

The Trustees of YSU shall not assign, mortgage or encumber this Interim Arrangement or sublet or permit any property delivered hereunder to be used by others except as such use by others is necessary in carrying out the operations of YSU.

8. REPRESENTATIONS.

Youngstown or the Trustees of Youngstown have made no representations or promises with respect to the property delivered hereunder except as herein referred to or expressly set forth.

9. RETURN OF PROPERTY.

Except as is otherwise expressly provided herein, if possession of the property delivered hereunder is returned to Youngstown pursuant to the terms hereof, the Trustees of YSU shall return such property in as good order and condition as the same was in upon the commencement of the Interim Term, ordinary wear and damage by reason of fire or other casualty, or of the elements or Acts of God excepted, and the Trustees of YSU shall remove all of their property from the Youngstown campus.

10. APPLICABILITY OF AGREEMENT.

It is agreed that to the extent feasible the provisions in the Agreement relative to agreements or covenants of the Trustees of YSU applicable after the Effective Date shall be effective during the Interim Term, as for example, and without limitation by reason of the following references, the provisions in Paragraphs 3, 4, 5, 6, 8, and 11 of the Agreement.

11. PREPAID FEES.

Paragraph 7(c) of the Agreement relating to payment of prepaid tuition, dormitory fees and other prepaid fees is incorporated herein by reference and made a part hereof.

12. STUDENT TRANSFER.

All students (Day and Evening) of The Youngstown University on the day preceding the first day of the Interim Term shall be transferred in similar standing and with similar status to YSU. The course credits of all such students will be accepted with identical or equated value by YSU. Course credits of all former students of

The Youngstown University who have left the University prior to graduation will become part of the records of the YSU's Registrar, and will be officially recognized by YSU as credits available for re-enrollment or for transfer to other institutions of higher learning. Any student currently enrolled at Youngstown University not returning in 1967-68 but in a later year shall reapply for admission to YSU. During the Interim Term the Trustees of YSU shall be authorized to prepare, certify and take other appropriate action with respect to requests from former students of Youngstown or other authorized persons with respect to transcripts or other references to the records of Youngstown in the possession of the Trustees of YSU during the Interim Term.

13. COOPERATION OF YSU.

Reference is made to the provisions in Paragraph 5 of the Agreement with respect to the legal proceeding to be filed to obtain the final judgment of the Court as to the validity and legality of the Agreement. The Trustees of YSU agree to make available at no cost to Youngstown and at reasonable times such of the present personnel of Youngstown as shall become employees of the Trustees of YSU as may be necessary for the preparation and presentation of such proceeding.

14. RIGHTS IN THIRD PARTIES.

No rights are created by this Interim Arrangement enforceable by any person, firm or entity other than the parties hereto.

15. BEST EFFORTS.

Each of the parties hereto agrees to use their best efforts to take all action necessary or desirable to carry out the purpose of the Interim Arrangement as set forth herein and in Paragraph 5(c) (iv) of the Agreement.

16. MISCELLANEOUS:

(a) Each of the parties represents that it has duly complied with all necessary corporate or other procedure preliminary to the execution of this Interim Arrangement, and that the persons executing this Interim Arrangement on behalf of the respective Boards of Trustees are duly authorized to execute this Interim Arrangement on behalf of the parties hereto.

(b) Each Trustee of the Board of Trustees of Youngstown and YSU shall be deemed to be acting in the execution and performance of this Interim Arrangement in his official and representative capacity and not as an individual.

The date of this Interim Arrangement is August _____, 1967.

BOARD OF TRUSTEES,
YOUNGSTOWN STATE UNIVERSITY

THE YOUNGSTOWN UNIVERSITY, ACTING
BY AND THROUGH ITS BOARD OF TRUSTEES

By _____
duly _____

By _____

EXHIBIT A

CONTRACTS LISTED

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 1 - BASKETBALL</u>		
Muskingum College	\$ 200.	9 Dec. 1967
Illinois Wesleyan University	400.	16 Dec. 1967
Hiram College	250.	19 Dec. 1967
Wisconsin State University	500.	21 Dec. 1967
Belmont Abbey College	500.	23 Dec. 1967
Geneva College	300.	30 Dec. 1967
Alderson-Broadus College	home & home	4 Jan. 1968
Alderson-Broadus College		1968-1969
Alliance College	none	6 Feb. 1968
Alliance College	none	13 Jan. 1968
Michigan Lutheran College	300.	15 Jan. 1968
Central State College	250.	20 Jan. 1968
Central State College	250.	10 Feb. 1968
Central State College	250.	8 Feb. 1969
Central State College	250.	7 Feb. 1970
Gannon College	none	20 Feb. 1968
Gannon College	none	3 Feb. 1968
Cleveland State University	none	10 Feb. 1968
Cleveland State University	none	1968-1969
Philadelphia College of Textiles and Science	500.	17 Feb. 1968

Field House - Contract for rental to be completed after 1 September 1967

SECTION 2 - FOOTBALLGames , 1967-1970

Tennessee Technological University	2,000.	16 Sept. 1967
Tennessee Technological University	2,000.	19 Sept. 1970
Central Michigan	none	23 Sept. 1967
Central Michigan	none	21 Sept. 1968
*Baldwin-Wallace	2,000.	30 Sept. 1967
Baldwin-Wallace	2,000.	5 Oct. 1968
University of Akron	1,000.	7 Oct. 1967
University of Akron	1,000.	23 Nov. 1968
University of Akron	1,000.	8 Nov. 1969
University of Akron	1,000.	7 Nov. 1970
Southern Connecticut State College	500.	14 Oct. 1967
Pensacola Naval Air Station	5,000.	21 Oct. 1967
Pensacola Naval Air Station	1,700.	12 Oct. 1968
Pensacola Naval Air Station	5,000.	11 Oct. 1969
Southern Illinois	2,500.	4 Nov. 1967
Southern Illinois	2,500.	2 Nov. 1968
Eastern Kentucky State College	1,000.	11 Nov. 1967
Eastern Kentucky State College	1,000.	16 Nov. 1968
*Gustavus-Adolphus	4,000.	18 Nov. 1967

ited only.

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 2 - FOOTBALL (CONT)</u>		
<u>Transportation - 1967</u>		
Purdue Aeronautics Corp.	\$ 5,893.	20 Oct. 1967 (Charter Serv.)
<u>Stadium - Contract for Rental to be completed after 1 September 1967.</u>		
<u>Games , 1968-1969</u>		
Morehead State University	2,500.	19 Oct. 1968
Morehead State University	2,500.	18 Oct. 1969
South Dakota State College	3,500.	26 Oct. 1968
South Dakota State College	3,500.	25 Oct. 1969
<u>SECTION 3 - SWIMMING</u>		
Baldwin-Wallace College	none	22 Nov. 1967
Akron University	none	29 Nov. 1967
Lock Haven State College	none	8 Dec. 1967
West Liberty State College	none	5 Jan. 1968
Grove City College	none	9 Feb. 1968
<u>SECTION 4 - INSURANCE</u>		
Agler Insurance Agency	See Exhibit	See Exhibit
The Medbury-Welch Company	96,529.25	2/1/67-2/1/68 Floater Coverage on Miscellaneous Equipment.
<u>SECTION 5 - PROPERTY RENTALS</u>		
<u>Rental To Youngstown University</u>		
Board of Education Third Floor of Administration Building of School Board	180./mo	Long Term
First Christian Church	390./mo	Verbal-Annual
M.J. Martinko-Garage 83 Wick Oval	50./mo	Verbal
North Phelps Co. 323 N. Phelps St.	300./mo	Lincoln Hotel- 4 classrooms in basement. Verbal-Annual

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 5 - PROPERTY RENTALS (CONT)</u>		
<u>Rental to Youngstown University (Cont)</u>		
Wm. K. Rayen School of Engineering		Lease
St. Joseph School	\$ 1,000./mo	Lease
Stambaugh Auditorium	300./mo	19 Aug. 1967 Main Auditorium- Commencement
YWCA-Swimming Pool	10.50/hr	Verbal-Annual
<u>Rental by Youngstown University</u>		
Dr. H.W. Jones 603 Wick Ave.	n/c	Verbal-Living Quarters
Roman Stachura 603 Wick Ave.	n/c	Verbal-Living Quarters
Richard Weber 603 1/2 Wick Ave.	n/c	Verbal-Living Quarters
Elizabeth Williams 603 Wick Ave.	n/c	Verbal-Living Quarters
Warehouse Building 237 Grant Street	200./mo	11 Aug. 1966- 10 Sept. 1967
Placement Office 39 W. Spring St.	n/c	Verbal-Office Space
Youngstown Education Foundation 603 Wick Avenue	n/c	Office Space

SECTION 6 - EQUIPMENT RENTALS (OTHER THAN OFFICE EQUIPMENT)

Rental to Youngstown University

N. C. Kuhn	800. plus gasoline	12 June-24 July 1967 Two buses for transporting students in Upward Bound Project
United Service Company Kilcawley Dormitory Linens	Rates range 1.00/wk; 2.50/qtr; to 10.00/year	3 years from 5 June 1967

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
SECTION 6 - EQUIPMENT RENTALS (OTHER THAN OFFICE EQUIPMENT) (CONT)		
<u>Rental by Youngstown University</u>		
John P. Bura 484 Park Ave. Campbell, Ohio	\$ 700./mo	Long Term IBM Computer 1620
SECTION 7 - OFFICE EQUIPMENT RENTALS		
<u>Maintenance Service Agreements</u>		
A. & G. Office Machines, Inc. Remmington , 38 Standard Typewriters 4 Electric Typewriters	13./yr 35./yr	1 June 67 - 1 June 68
Addressograph Multigraph Corp. Multilith 1250	39.88	Quarterly
Bell and Howell Co. Microfilm Machine	137./yr	Exp. 11/19/67
Burroughs Corporation 1 Check signer/protectograph 3 Cash Registers 2 Cash Registers 6 Validators 3 Banking/Commercial Machines 2 Acctg. Sensimatics 4 Banking/Commercial 10 Adding Machines 1 Adding Machines 9 Calculators 17 Calculators	27./yr 38./yr 10.25/yr 28.50/yr 164./yr 164./yr 227./yr 22.75/yr 19.25/yr 14./yr 28./yr	Exp. 2/14/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68 Exp. 1/1/68
Dictaphone Corporation 4 Transcribing Machines	28./yr	Exp. 12/1/67
Friden, Inc. Adding Machine	25./yr	Exp. 9/15/67
Graphics System Filmac 100 Copying Machine	65./yr 40./yr	Exp. 2/28/68 Exp. 4/8/68
IBM Corporation 4 Dictating Machines 4 Transcribing Machines	30./yr 30./yr	Exp. 3/31/68 Exp. 3/31/68
Monroe Calculator Calculator	51./yr 42./yr	Exp. 7/29/67 Exp. 8/28/67
National Cash Register Co. 2 Acctg Machines 1 Payroll Machines 4 Cash Registers	183.66/yr 244.38/yr 53.82/yr	Exp. 9/1/67 Exp. 9/1/67 Exp. 9/1/67

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 7 - OFFICE EQUIPMENT RENTALS</u>		
<u>Maintenance Service Agreements (Cont)</u>		
Pitney-Bowes Folding Machine	\$ 36./yr	Exp. 11/30/67
Royal <u>Electric Typewriters</u>		
1	35.	Exp. 2/68
2	35.	Exp. 4/68
2	87.50	Exp. 7/67
1	87.50	Exp. 7/68
<u>Standard Typewriters</u>		
11	12.50	Exp. 11/67
19	12.50	Exp. 7/67
38	12.50	Exp. 6/68
1	38.50	Exp. 6/68
3	12.50	Exp. 9/68
1	12.50	Exp. 8/68
29	12.50	Exp. 5/68
28	31.25	Exp. 7/67
23	31.25	Exp. 7/68
33	31.25	Exp. 10/69
10	31.25	Exp. 5/70
SCM		
1 Calculator	48./yr	Exp. 1/21/68
2 Calculators	42./yr	Exp. 1/21/68
2 Calculators	48./yr	Exp. 8/14/67
3 Calculators	36./yr	Exp. 1/21/68
1 Calculator	42./yr	Exp. 7/2/67
1 Calculator	42./yr	Exp. 7/19/67
7 Calculators	42./yr	Exp. 7/30/67
1 Calculator	42./yr	Exp. 1/19/68
Spitz Laboratories, Inc. Planetarium Projector	425./yr	Exp. 10/31/68
Underwood Corporation		
8 Calculators - Multisumma	28.90/yr	Exp. 12/15/67
4 Calculators - 24 Duplex	37.83/yr	Exp. 2/1/68
2 Calculators - Sundstrand	26.78/yr	Exp. 1/16/68
1 Calculator - Multisumma 24	39.95/yr	Exp. 3/1/68
1 Calculator - Divisumma	42.50/yr	Exp. 5/1/68
1 Calculator - Divisumma	42.50/yr	Exp. 3/1/68
1 Calculator - Electrosomma	26.77/yr	Exp. 6/30/68
1 Calculator - Divisumma	46.32/yr	Exp. 6/30/68
<u>Electric Typewriters</u>		
1	31.62	Exp. 9/67
14	11.00	Exp. 9/67
1	35.70	Exp. 3/68
8	11.00	Exp. 10/67

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 7 - OFFICE EQUIPMENT RENTALS</u>		
<u>Maintenance Service Agreements (Cont)</u>		
Underwood Corporation (Cont)		
<u>Standard Typewriters</u>		
7	\$ 11.00	Exp. 8/68
1	11.00	Exp. 8/67
6	11.00	Exp. 4/68
2	11.00	Exp. 10/67
Victor Business Machines		
2 Comptometers	28.50/yr	Exp. 11/30/67
H.O. Zimmer Co.		
2 duplicators, fluid	22.68/yr	Exp. 8/1967
1 duplicator	22.68/yr	Exp. 8/1968
1 duplicator	29.88/yr	Exp. 12/1967
1 duplicator	29.88/yr	Exp. 8/1968
1 duplicator	31.50/yr	Exp. 10/1967
2 Mimeograph	47.52/yr	Exp. 8/1967
4 Mimeograph	29.88/yr	Exp. 8/1968
1 Mimeograph	22.68/yr	Exp. 8/1968
1 Photocopies	31.50/yr	Exp. 2/1968
<u>EQUIPMENT RENTALS</u>		
Equilease, New York		
7 - Underwood D-24 Calculators	3,885.	9/1/63-9/1/67
IBM		
1620 Computer and Data Processing Equipment	2,648.30/mo.	Pres. to 12/67
System/360 Model 20 Data Processing Equipment	2,065./mo*	Jan. 1968
*Less 20% Education Allowance Plus Hourly Additional Billable Time Rate is 10% of 1/176th of monthly availability Chr.		
System/364 Model 40 Computer For Instruction and Research (Purchased by Ohio Board of Regents)		Feb. 1968
University Agreement for External Use	Hourly Rate of 1/176th of 1/60th of purchase price	5 year period, from installation date
University Agreement for IBM Machine Service		

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 7 - OFFICE EQUIPMENT RENTALS</u>		
<u>EQUIPMENT RENTALS (Cont)</u>		
A. B. Dick Copier, No. 650 Copies, No. 650	\$ 35./mo 35./mo	Eff. 5/24/67 Eff. 11/23/65
*Pitney-Bowes Mail Meter	24./qtr plus additional charge based on postage used.	Long Term
Xerox 914 Copier	Min.Charge - 25./mo .035/copy	Eff. 3/30/67
2400	Modal Pricing.	Eff. 1/23/67
2400	Min.Charge- 350./mo	Eff. 3/15/67
* Cited only.		
<u>SECTION 8 - INSTRUCTION</u>		
Department of Army Basic Agreement for Off-Duty Academic Instruction # DABBO3-67-C-0056	Reg. Tuition Rate	9/1/66-8/31/67
Department of Army Basic Agreement for Academic Instruction # DABBO5-67-A-0106 (Covers PFC Sullivan in Nursing Course)	Reg. Tuition Rate	9/1/66-8/31/71
Department of Army Basic Agreement for Academic Instruction # DABBO5-67-C-0086 (Covers ROTC Cadets)	Reg. Tuition Rate	9/1/66-8/31/71
Diocese of Youngstown	17./cr. hr.	Semester
State of Ohio Department of Education Veterans Training Veterans and/or War Orphans enrolled under Public Law 358	Reg. Tuition Rate	9/66-9/67
State of Ohio Department of Public Welfare Division of Services for Blind	Reg. Tuition Rate	Semester
State of Ohio Bureau of Vocational Rehabilitation	Reg. Tuition Rate	School Year

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 8 - INSTRUCTIONS (Cont)</u>		
State of Pennsylvania Bureau of Vocational Rehabilitation	Reg. Tuition Rate	Semester
Youngstown Hospital Association Education of Student Nurses	Reg. Tuition Rate	9/1966-9/1967
<u>SECTION 9 - GOVERNMENT</u>		
Federal		
Atomic Energy Commission License # SUD-574 and # SNM-358 Nuclear Material of Plutonium and Natural Uranium. Physics Lab		Exp. 2/29/68
Department of Defense *Security Agreement		Eff. Nov/Dec 1966
Department of Army Agreement for Establishment of Army Reserve Officers' Training Corps Unit, PL 88-647, ROTC Vitalization Act of 1964 2 year and 4 year courses in military instruction (Form DA-918), and Army officer responsible for Army property on Youngstown University Campus (Form DA-918A)		Eff. 4/1/65
Department of Health, Education and Welfare Title VI of Civil Rights Act of 1964 Assurance of Compliance Reg. # 45-0670		Eff. 2/10/65
Department of Health, Education and Welfare Title II, Higher Education Act of 1965 Grant Agreement -College Library Resources Basic Type	\$ 5,000.	6/15/67-6/30/68
Department of Health, Education and Welfare Title IV, Higher Education Act of 1965 Student Financial Aid Grant - National Defense Student Loans	123,643	7/1/67-6/30/68
Grant - Economic Opportunity	154,750	7/1/67-6/30/68

* Cited only

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 9 - GOVERNMENT</u>		
Federal		
Department of Health, Education and Welfare Title VI, Higher Education Act of 1965 Instructional Equipment Program		
Grant - Engineering Laboratory Equipment (Matching)	\$ 23,800.	Eff. 5/67
National Science Foundation Grant - In-Service; Institute in Math for Secondary School Teachers for 1967-68	10,110.	1/1/67-6/30/68
Office of Economic Opportunity Community Action Program - Upward Bound Grant for Summer Program	39,875.	7/1/67-6/30/68
Tax - Federal Income, Exemption		Long Term - Letter of 5/19/49
Tax - Purchase Articles Tax Free		Long Term - Letter of 3/27/59
Tax - Tax-Free Transactions		Long Term - Letter of 4/11/60
State		
Ohio State Board of Pharmacy License # 3787 - Terminal Distributor of Dangerous Drugs	10,00/yr	Eff 5/62 - Exp. 12/31/67
Ohio State Department of Education State Agency for Property Utilization Eligibility Statements		
Ohio State Department of Taxation Sales Tax Exemption		Long Term - Letter of 5/6/52

NAME OF PARTY TO AGREEMENTAMOUNT INVOLVEDREMARKSSECTION 9 - GOVERNMENT

Local

Youngstown and Mahoning
County Office of Civil
Defense and Disaster
Coordination

Fallout Shelter License or
Privilege

3915 - Library
3916 - Science Building
3917 - Main Building
8067 - Clingan-Waddell Hall
8006 - Engineering School
3905 - Dana Music Hall

Long Term - Eff.
7/26/62

L.T.-Eff.7/27/64
L.T.-Eff.7/27/66

SECTION 10 - LABORATORIESEquipment Maintenance

American Sterlizer Company
Preventive Maintenance
Service on "other-than-
new" ASC equipment.
Biology Department

\$ 35./qtr

Long-Term-Comm.
6/22/66

The Burdett Oxygen Co.
Lease of 2 gas cylinders
Department of Chemical
Engineers

110./as aggregate
rental

Long-Term - 25
years Comm.
5/5/67

Mettler Instrument Corporation
Preventive Maintenance
Service on Mettler balances.
Department of Chemistry

38.50/unit

Long-Term-
Eff. 11/1964

Research Contracts

Glass, Scott and Wilcox, Inc.
New Castle, Pennsylvania

Eff. 7/8/65

Use of Metallurgical Lab for
Development of a Process
Known as Ultrasonic Quenching.

Note; Dean of Engineering advises that "nothing ever came of it".

NAME OF PARTY TO AGREEMENT	AMOUNT INVOLVED	REMARKS
SECTION 11 - MISCELLANEOUS CONTRACTS		
Ohio Bell Telephone Company Private Branch Exchange System - in event system transferred to another address or discontinued in whole or part.	50% of rates	Initial Contract- Period - 5 years
Skeggs Lecture Series Two lectures per school year	\$ 2,000./per lecture	Annual-1967/68 yr
Specialized Food Service, Inc. Food service to students and faculty	*10% of Gross Sales	Long-Term-Comm. 9/1/62
*Letter of 1/13/67, alters straight 10% to fee on a scale of 10% - First \$275,000. Volume 7.5% - \$275,000.- \$350,000. 5% - \$350,000 up.		
U.S. Post Office Permit to mail 1st, 3rd, 4th class mail by postage meter		Long-Term, Comm. 4/5/49
The C.E. Ward Company Protects against price advance in rental of Bachelor, Master and Doctor degree rental of cap and gown for commencements.	Rental Rate of \$2.50-3.50 per outfit	3-year period 1968-1970
*Dollar Savings and Trust Co. To administer certain properties, funds and investments of the College to be identified as <u>The</u> <u>Youngstown College Library</u> <u>Building Maintenance Endowment</u> <u>Fund.</u>		Date 5/1953
*Youngstown Educational Foundation Pension Agreements and Life Insurance Policies - Jones, Smith, Pickard		

Cited only.

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 12 - STUDENT - OTHER</u>		
American Program Bureau Performance of Chad & Jeremy	\$ 3,850.	11/5/67
Idora Amusement Co. Rental of Ballroom for Homecoming Dance	325.	11/3/67
*Stambaugh Auditorium Rental of Main Auditorium for Homecoming Concert	300.	11/5/67
Department of Hygiene and Correction-Mental Youngstown University Department of Speech and Dramatic Arts will perform a series of Family Plays to public in Mahoning, Trumbull and Columbiana counties.	1,800.	10/1/67-5/31/68
European Student Tour 58 days tour plus a required membership fee of \$5.00 and tuition for 6 semester credit hours, \$108.	990.	7/6-8/28/67
*Cited only. Arrangements made, but contract not yet received at Youngstown University.		
<u>SECTION 13 - PHYSICAL PLANT</u>		
C & I Refuse, Inc. Hauling the refuse	10./unit	Verbal-Cancel at Will
Johnson Control Service Automatic Temperature Control System in University Buildings.	7,400.	Annual-Exp. 7/68
The Hood Electric Co. Purchase of G.E. Large Lamps	500.	Annual-Exp. 11/67
Ohio-Pennsylvania Exterminating Co. Pest Control	24./mo	Verbal-Cancel at will
Otis Elevator Company Maintain elevator equipment	454.36/mo	Long-Term-1/1/67

<u>NAME OF PARTY TO AGREEMENT</u>	<u>AMOUNT INVOLVED</u>	<u>REMARKS</u>
<u>SECTION 13 - PHYSICAL PLANT</u>		
Simplex Time Recorder Co. Maintain time equipment	\$ 275.	Annual-Exp. 12/31/67
United Paper Service 30 cs per month Supply Hand paper roll towels.	10.60/case	Verbal-Cancel At Will
Snyder-Bentley Company Purchase G.E. Large Lamps	500.	Annual-Exp. 6/68
United Service Co. Provide Cloth Towel Provide mop	70¢/ea 65¢/ea-1.75/ea	3 year-Comm. 2/1/67

SECTION 14 - EMPLOYEE-RELATED

Payroll (Records of agreements and correspondence filed in Payroll Office)

T.I.A.A. Retirement

Agreement, Board of Trustees Resolution forwarded to T.I.A.A. in December, 1960. Effective January 1, 1961.

Y.M.C.A. Retirement

Policy Statement:

After 26 May 1960 unable to accept further enrollments from YU.

The Associated Hospital Service

Agreement - Effective June 1, 1953 and may be terminated by "either party notifies the other upon (30) days notice, in writing, of its desire to alter or terminate same.

The Equitable Life Assurance Society of the U.S.

Group Policy No. 13153 - Life Insurance Effective June 1, 1959
Group Policy No. 13153M - Major Medical Effective June 1, 1959

Social Security

Other

State of Ohio

Bureau of Workmen's Compensation

Risk No. 164263

the above are cited only.

SECTION 15 - STUDENT DORMITORY AGREEMENTS

RESOLUTION ON GRADUATE DEGREES

WHEREAS at the Thirty Seventh Annual Meeting of Trustees of The Youngstown University held on March 28, 1967, the following resolution was passed unanimously,

"RESOLVED that The Youngstown University be and it is hereby authorized to commence in the fall quarter of 1968 to engage in programs of graduate study which will lead to the granting of Masters degrees; and that the President and Faculty be authorized and directed to do such things and execute and deliver such applications or other documents as they may deem necessary or desirable to the end that Masters degrees may be conferred upon satisfactory accomplishment of programs therefor of a high academic standard,"
and

WHEREAS, further study of the fields, programs and resources applicable to such degrees has been made by the faculty and the administration,

NOW, THEREFORE, BE IT RESOLVED:

that the following graduate degrees be authorized and identified for Youngstown State University for admission of students beginning with the Fall quarter of the 1968-69 academic year:

Master of Arts (English, History)

Master of Science (Chemistry, Mathematics)

Master of Music

Master of Science in Engineering (Civil, Electrical, Mechanical, Metallurgical)

Master of Business Administration (Accounting, Management, Marketing)

Master of Science in Education (Elementary, Secondary, Administration, Guidance, Special Education)

RESOLUTION ON COMMONALITY OF INTEREST
OF YOUNGSTOWN UNIVERSITY AND YOUNGSTOWN
STATE UNIVERSITY AND APPOINTMENT OF OFFICERS
TO SERVE BOTH INSTITUTIONS JOINTLY.

WHEREAS, the Trustees of The Youngstown University did on August 14, 1967 officially adopt an Interim Agreement as a part of the general Plan of Agreement and Plan of Transition previously adopted by them, and

WHEREAS, The Ohio Board of Regents has adopted the Agreement and Plan of Transition, and the Youngstown State University Trustees also have adopted the Interim Agreement, and

WHEREAS, the commonality of interest described in these documents is reflected in all of the actions taken, and

WHEREAS, it is agreed that such commonality of interest may be served best by continuing the employment of the President and Business Manager of The Youngstown University by that University, and by the State University, and that the Board of Trustees of The Youngstown University has adopted a resolution to effect such employment,

NOW, THEREFORE, BE IT RESOLVED, that under action by this Board of Trustees, Dr. A. L. Pugsley and Mr. Joseph Rook, who have been appointed to serve respectively in the capacities of President and Business Manager for Youngstown State University, with the consent of this Board, hereby given, also shall serve as appointed by the Trustees of The Youngstown University as provided in the attached resolution by that Board.

BE IT RESOLVED that the following Board Members are appointed by the Chairman to serve as members of Standing Committees of the Board, be approved, as provided in the Bylaws of the Board.

Budget and Finance Committee _____

Building Committee _____

University Goals Committee _____

BE IT RESOLVED that the salary and wages budget presented at the August 15, 1967 meeting of this Board by the President of the University be approved, to be effective September 1, 1967, and that the employees of this University be notified by the President concerning their appointments as soon as practicable. The Board hereby approved the form of notification attached.

(4 documents)

Dear Mr.

The transition of The Youngstown University to Youngstown State University will make this an historic year in the history of educational opportunities for citizens of the Youngstown area. In connection with the transition I am happy to transmit to you herewith two items:

1. On behalf of the Board of Trustees of Youngstown State University your appointment to Youngstown State University.
2. On behalf of the Board of Trustees of The Youngstown University a form of release. This release is a legal requirement necessitated by the transfer of the Youngstown University assets and responsibilities to the Youngstown State University and has been jointly prepared by legal counsel for the Youngstown University and the Youngstown State University.

Your appointment to the Youngstown State University is contingent upon both documents being signed and returned to me as soon as possible, and in any case prior to September 15, 1967. A return envelope is enclosed for this purpose. A separate communication ~~will be provided~~ outlining the retirement and other fringe benefits that will be available. At the time this is being written these benefits may still be affected by legislation now under consideration, and so cannot be determined yet.

Cordially,

A. L. Pugsley
President

mc

August 15, 1967

Dear

Under the terms of the salary budget adopted on August 15, 1967 by the Trustees of the Youngstown State University, I am pleased to advise that you are hereby appointed to the position listed below. The terms of your appointment are given also and you must execute and return one copy of this letter to me as soon as possible and not later than September 15, 1967 for the contract to become effective.

1. Position:
2. Salary Rate: \$ per year of 12 months.
3. Your salary for services rendered during the 10 month period from September 1, 1967 through June 30, 1968 will be 10/12ths of the annual salary rate which is \$, and will be paid in ten equal monthly installments at the close of each month during that period.
4. Details concerning vacation, sick leave and all fringe benefits will be forwarded as soon as these benefits are fully identified under law and approved by the Board of Trustees.

In behalf of the Board of Trustees and myself may I extend best wishes to you for a challenging and satisfying career at the Youngstown State University.

Cordially,

A. L. Pugsley
President

I hereby accept appointment
under the above terms.

Signature

Date

August 15, 1967

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Dear

Under the terms of the salary budget adopted on August 15, 1967 by the Trustees of the Youngstown State University, I am pleased to advise that you are hereby appointed to the position listed below. The terms of your appointment are:

1. Title:
2. Department:
3. Salary: \$ for the 1967-68 academic year of three quarters including orientation and other services preparatory to Fall registration and extending through commencement. You are expected to be available for assignments between September 15, 1967 and June 15, 1968.
4. The above salary will be paid in twelve equal monthly installments with the first check to be available September 30, 1967.
5. Under University policy, summer employment will be available subject to the needs of the University and the wishes of the faculty member, and is the subject of a separate contract.
6. Details concerning sick leave and other fringe benefits will be forwarded as soon as these benefits are fully identified under law and approved by the Board of Trustees.

In behalf of the Board of Trustees and myself may I extend best wishes to you for a challenging and satisfying career at the Youngstown State University.

Cordially,

A. L. Pugsley

I hereby accept appointment under the above terms.

_____ (Signature)

_____ (Date)

This Agreement is made as of this 15th day of August, 1967 between Youngstown University, an Ohio non-profit corporation and its Board of Trustees, (hereinafter collectively referred to as "Youngstown", and the undersigned Employee of "Youngstown University" (hereinafter referred to as "Employee")):

It is hereby agreed by Youngstown and the Employee that effective as of the date when Employee becomes employed by the Board of Trustees of The Youngstown State University all rights relating to tenure, privileges and employment arrangements between Youngstown and the Employee shall terminate, and each of Youngstown and the Employee hereby releases the other of them, and the Employee releases the individual members and trustees of The Youngstown University, from any claims, duties, debts, responsibilities, liabilities, in law or in equity, resulting from said termination or otherwise; but provided that such release shall not absolve Youngstown from the obligation to pay to the Employee on or before such effective date of employment all accrued salary and expense reimbursement owed to the Employee to said date.

YOUNGSTOWN UNIVERSITY AND THE BOARD OF
TRUSTEES OF THE YOUNGSTOWN UNIVERSITY

By _____

President

Employee

June 10

BE IT RESOLVED that a special meeting of this Board shall be at 11 a.m., Monday, August 28 at the Pollock House on the University campus to consider the adoption of the balance of the University budget, the adoption of additional resolutions for the governance of the University, and such other business as may come before the Board, and that this resolution shall be considered as a waiver of further notice of such meeting.