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Board of Trustees Meeting Minutes 1999-01-25

Bowling Green State University

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MINUTES
Board of Trustees
Bowling Green State University
January 25, 1999

Notice having been given in accordance with the Board of Trustees Bylaws, the following members met in the Assembly Room of McFall Center, Bowling Green Campus on January 25, 1999: Michael J. Marsh, Chair; Kermit Stroh, Vice Chair; Leon Bibb; David A. Bryan; Peter Fitz; Edward A. Ferkany; Delbert L. Latta (arrived at 3:30 p.m.); G. Ray Medlin, Jr; Sharon Cook and Kevin Konecny. Valerie Newell was not present.

Also present were President Sidney A. Ribeau; Deborah Magrum, Secretary to the Board; Veronica Gold, 1998-99 Faculty Representative to the Board; Kevin Hussey, 1998-99 Undergraduate Student Representative to the Board; Richard Hughes, 1998-99 Graduate Student Representative to the Board; Deborah Boyce, 1998-99 Administrative Staff Representative to the Board; Jay Samelak, 1998-99 Classified Staff Representative to the Board; J. Christopher Dalton, Senior Vice President for Finance; Edward G. Whipple, Vice President for Student Affairs; Gaylyn Finn, Treasurer; media representatives; and a number of observers.

Chair Marsh called the meeting to order at 3:08 p.m.; the Board Secretary called the roll and announced that a quorum was present (seven Trustees).

PRESIDENT'S REPORT

Dr. Ribeau highlighted parts of Governor Taft's agenda for the State of Ohio. Much of it is focused on the educational needs for the state, such as income tax credits and deductions and a literacy program. The University needs to be involved in support of the Governor's reading programs and needs to be a key player for education in Ohio.

Dr. Ribeau provided an enrollment update. As of the second week in January, applications for the entering class of 1999 are still running ahead of last year at this time by about 5%. It is possible, especially if the matriculation rate for new applicants continues to be high, that the University may reach its enrollment target of 3600 freshmen earlier than it did last year.

President’s Day Open House is February 15. The Admissions Office has been running ads in local media and has been communicating with high schools. For the first time, prospective students may now register for President’s Day on the Web. More students have access to technology and they are using that to contact the University. Because nearby high schools were not in session in early January, student responses were slow to accumulate until recently, but attendance on February 15 is now expected to be around 2000.

President Ribeau also provided some preliminary retention information. As of January 11 (first day of classes), about 93% of our new and continuing freshmen were registered for spring. This compares to 90% last year.

He concluded his remarks with some data from the NCAA on graduation rates for football players. BGSU was first with 93%, Notre Dame second at 87%, Central Michigan at 79%, Indiana University and Ohio University with 71%.

MINUTES

Motion was made by Mr. Ferkany and seconded by Mr. Bibb that the minutes of the meeting of December 11, 1998, be approved as written. The motion carried.

HUMAN RESOURCES/UNIVERSITY PROGRAMMING COMMITTEE

Mr. Stroh reported that the Human Resources/University Programming Committee met earlier that afternoon and had two discussion items and two action items.

Personnel Changes Since December 11, 1998 Meeting

No. 18-99 Mr. Stroh moved and Mr. Ferkany seconded that the Board of Trustees has reviewed and ratified the Personnel Changes since the December 11, 1998, meeting. The motion carried with no negative votes.
PERSONNEL CHANGES
ADMINISTRATIVE STAFF
December 11, 1998 through January 25, 1999

NEW APPOINTMENTS FULL-TIME

PROVOST AND ACADEMIC AFFAIRS

Carl Dettmer, Assistant Director, Computer Training Center, Continuing Education, International & Summer Programs, effective 12-1-98/6-30-99, salary $35,000 fyr.
Thomas Francis Kornacki, Grants Information Coordinator, Sponsored Programs and Research, effective 11-16-98/6-30-99, salary $37,500 fyr.
Keith A. Myers, Technical Analyst, Information Technology Services, effective 11-16-98/6-30-99, salary $40,000 fyr.
William David Walters, Coordinator Business and Operations, Department of Chemistry, effective 11-23-98/6-30-99, salary $40,435 fyr.

FINANCIAL AFFAIRS

Jie Wu, Institutional Research Analyst, Institutional Research, effective 7-1-98/6-30-99, salary $29,257 fyr, increase due to reevaluation of position, formerly was a classified position.

STUDENT AFFAIRS

Victoria Walters Sulken, Assistant Director for Business Affairs, Residence Life, effective 12-7-98/6-30-99, salary $37,000 fyr.

UNIVERSITY ADVANCEMENT

Craig J. Bell, Coordinator, Photo Services, Public Relations, effective 12-7-98/6-30-99, salary $37,700 fyr.
Julia Hilyard Carle, Manager of Prospect Research, Development Office, effective 12-9-98/6-30-99, salary $33,894 fyr.

CHANGES IN ASSIGNMENT, TITLE AND/OR SALARY

PRESIDENT'S AREA

Robin Veitch, Fund Raising Assistant, Intercollegiate Athletics, effective 1-1-99, change from 10-month to a 12-month contract, salary from $20,948 to $25,195.

PROVOST AND ACADEMIC AFFAIRS

Julie Ash from Area Coordinator, Residence Life to Academic Advisor, College of Business Administration, effective 12-29-98/6-30-99, salary from $26,846 (plus housing accommodation and meal plan valued at $6,996) to $34,500 fyr, promotion.
Ann Betts from Part-Time Assistant to the Director of Conference Programs to Director of Conferences and In-House Training Programs, Continuing Education, International & Summer Programs, effective 11-20-98/6-30-99, salary from $17,500 (50%) to $43,229 fyr (100%), salary increase due to promotion.
Conrad McRoberts from Director, Student Financial Aid to Assistant to the Vice Provost for Undergraduate Affairs and Dean of Undergraduate Studies, Provost Office, effective 12-9-98/6-30-99, salary remains at $72,270 fyr.
Gina Roberts from Assistant Director, Student Financial Aid to Interim Director, Student Financial Aid, effective 12-9-98 to 6-30-99, salary from $39,423 fyr to $60,000 fyr, salary increase due to change in title and responsibilities.
Julie Rogers, Coordinator Computer Services, Firelands College, effective 7-1-98/6-30-99, salary from $32,605 to $34,235, increase due to change in position grade resulting from reevaluation of position.
Kent Strickland from Production Support Manager to Security Officer, Information Technology Systems, effective 10-1-98/6-30-99, title change only.
FINANCIAL AFFAIRS
Robert W. Zhang from Assistant Director, Institutional Research to Associate Director, Institutional Research, effective 7-1-98/6-30-99, salary from $40,028 fyr to $43,230 fyr, salary increase due to change in position grade resulting from reevaluation of position.

STUDENT AFFAIRS
Dale Beatty from Director, Residence Life to Assistant Vice President for Student Affairs and Director of Residence Life, effective 1-1-99/6-30-99, change in title only.
Richard Bowers from Senior Director, Recreational Sports to Assistant Vice President for Student Affairs and Director of Recreational Sports, effective 1-1-99/6-30-99, salary from $56,806 to $65,750, salary increase due to change in position grade resulting from reevaluation of position.
Jill Carr, Associate Dean of Students, Office of Student Life, effective 1-1-99/6-30-99, salary from $57,343 fyr to $65,000 fyr, salary increase due to equity adjustment.

CONTRACTS CONCLUDED
PRESIDENT'S AREA
Rochelle Appelbaum, Senior Associate Athletic Director/Senior Women’s Administrator, Intercollegiate Athletics, effective 12-31-98, accepted another position.

PROVOST AND ACADEMIC AFFAIRS
Philip L. Wilkin, Systems Programmer, Information Technology Services, effective 12-31-98, accepted another position.

STUDENT AFFAIRS
Randolph Frierson, Area Coordinator, Office of Residence Life, effective 12-20-98, relocated to North Carolina.
Deborah Howard Stutesman, Production Manager, Student Publications, effective 12-11-98, personal reasons.

PERSONNEL CHANGES
FULL-TIME FACULTY
December 11, 1998 through January 25, 1999

CHANGES IN ASSIGNMENT, TITLE AND/OR SALARY
El-Amin, Cassaundra, Assistant Professor, Educational Curriculum and Instruction, College of Education and Human Development, change in status from probationary 5/7 to probationary 4/7.
Hwu, Fenfang, Department of Romance Languages, College of Arts and Sciences, from LWOP (due to visa problem) to assistant professor, 2/7, for the spring semester, salary $17,854.
Jetley, Sudershan, Associate Professor, Department of Technology Systems, College of Technology, resigned as Chair of the department effective January, 1999.
Katzner, Louis, Professor, Department of Philosophy, College of Arts and Sciences, conversion from fiscal year contract, $96,689, to academic year contract, $79,109, effective January 11, 1999 (July 1, 1998 - May 19, 1999 salary $88,575).

Makay, John, Professor, School of Communication Studies, College of Arts and Sciences, resigned as Director of the School of Communication Studies effective December 31, 1998; convert to academic year, Professor, Department of Interpersonal Communication (July 1, 1998-May 20, 1999 salary $84,540).
Roudebush, Wilfred, Associate Professor, Department of Technology Systems, College of Technology, promotion to associate professor with an increase in salary of $1,000, appointed chair with a $1,500 stipend, effective January, 1999.

NEW FULL-TIME FACULTY APPOINTMENT
Park, Seungwook, Assistant Professor, terminal, Department of Management, College of Business Administration, salary $30,000 for spring semester 1998-99.

Alternative Retirement Program
Mr. Stroh reported that the proposed Alternative Retirement Program was reviewed with the committee in the form of a Power Point presentation.
Mr. Stroh moved and Mr. Medlin seconded that

WHEREAS, Ohio law provides that public colleges and universities establish Alternative Retirement Plans for eligible full-time faculty and unclassified staff members; and

WHEREAS, the Ohio Department of Insurance has designated eight (8) companies as eligible to serve as plan providers for the Alternative Retirement Plan; and

WHEREAS, the University desires to implement an Alternative Retirement Plan to provide the maximum flexibility to its eligible full-time faculty and unclassified staff members, thereby enhancing recruitment and retention;

NOW, THEREFORE, BE IT RESOLVED, That effective today, The Bowling Green State University Alternative Retirement Plan, in substantially the form attached hereto as Attachment A which is incorporated herein by reference, be hereby established; and

BE IT FURTHER RESOLVED, That the Senior Vice President for Finance and the General Counsel are hereby authorized and directed to take such further action as may be necessary or advisable to implement this Resolution including, but not limited to, entering into agreements with designated provider companies; and

BE IT FURTHER RESOLVED, That the University will contribute to the Provider selected by an eligible employee electing to participate in the Alternative Retirement Plan an amount equal to the amount which the University would have contributed to the respective state retirement system in which the employee would participate, less the amount specified in Section 3305.06(E) of the Ohio Revised Code; and

BE IT FURTHER RESOLVED, That amounts withheld through payroll deduction from the salary of an eligible employee electing to participate in the Alternative Retirement Plan are designated as being picked-up and paid by the University as employer contributions under the relevant provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.

The Board Secretary conducted a roll call vote with the following results: Voting “yes” - Mr. Bibb, Mr. Bryan, Ms. Cook, Mr. Ferkany, Mr. Marsh, Mr. Medlin, Mr. Stroh. The motion was approved with seven affirmative votes.

BOWLING GREEN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN

Article I
OPTIONS

§ 1.1 Exclusive Benefit

This Plan has been executed for the exclusive benefit of the Participants hereunder and their Beneficiaries. This Plan shall be interpreted in a manner consistent with this intent and with the intention of the Employer that this Plan satisfy the pertinent provisions of Internal Revenue Code Section 401(a), and Ohio Revised Code Sections 3305.01, et seq. Under no circumstances shall funds ever revert to or be used or enjoyed by the Employer, except as provided in Section 9.4.

§ 1.2 No Rights of Employment Granted

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

§ 1.3 Effective Date

The "Effective Date" shall be January 25, 1999.
§ 1.4 Employer
The "Employer" shall mean Bowling Green State University.

§ 1.5 Full-time Employee
"Full-time Employee" shall mean an individual with a full time appointment to the faculty or administrative staff who has a contract of sufficient duration to qualify the individual for health care benefits.

§ 1.6 Plan Name
The "Plan Name" is The Bowling Green State University Alternative Retirement Plan.

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

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

§ 1.9 Year of Service for Vesting
Participants vest immediately.

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

§ 1.11 Loans to Participants
The Plan shall not permit loans.

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

§ 1.13 Employer Account Vesting on Termination
A Participant's Employer Account shall be 100% vested at all times.

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

§ 1.14 Forfeiture for Certain Acts
Notwithstanding the provisions of Section 6.3, a Participant who has less than 0 years of Total Service for Vesting shall forfeit any amount accrued in his Employer Account if he should commit any criminal act or willful or malicious act which damages the Employer or other employees. Such determination shall be made by the Employer in its sole discretion.
§ 1.15 Method of Distribution of Accounts

The Participant shall elect to receive distribution of his vested Account in one of the following forms:

(a) an annuity:
   (a)(1) with a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity as provided in Section 7.3, or
   (a)(2) without a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity. *[this phrase deleted after 1/25/99 Board of Trustees meeting due to minor subsequent technical changes -- see 2/26/99 memo from Nancy Footer]*

(b) a lump-sum distribution,

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

Article II
DEFINITIONS

§ 2.1 Academic Employee

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

§ 2.2 Account

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

§ 2.3 Administrative Employee

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

§ 2.4 Annuity Contract

"Annuity Contract" shall mean those annuity contracts or custodial accounts, satisfying the provisions of Code Section 401(f), offered by the Providers.

§ 2.5 Beneficiary

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

§ 2.6 Compensation

"Compensation" shall mean:

(a) If the Participant would be subject to Chapter 145 of the Revised Code had the Participant not made an election pursuant to Section 3305.05 of the Revised Code, "Earnable Salary" as defined in division (R) of Section 145.01 of the Revised Code;
(b) If the Participant would be subject to Chapter 3307 of the Revised Code had the Participant not made an election pursuant to Section 3305.05 of the Revised Code, "Compensation" as defined in Division (U) of Section 3307.01 of the Revised Code;

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

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

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

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

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

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

§ 2.7 Disabled or Disability

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

§ 2.8 Eligible Employee

"Eligible Employee" shall mean (a) any Academic or Administrative Employee whose employment as an Academic or Administrative Employee commences on or after the effective date of the Plan, (b) any Academic or Administrative Employee who has less than five years total service credit in the Public Employees Retirement System or School Employees Retirement System on March 31, 1998, and (c) any Academic or Administrative Employee who has less than five years total service credit in the State Teachers Retirement System on the 30th day of June preceding the effective date of the Plan. Provided however, that an Academic or Administrative Employee previously employed by a Public Institution of Higher Education (including the Employer), as defined in Section 3305.01(A) of the Revised Code, will not be an Eligible Employee unless: 1) such employee has had a One Year Break in Service with respect to such previous employer; 2) such employee participated in a retirement plan pursuant to Chapter 3305 of the Revised Code while employed by such previous employer, or 3) such employee was employed by such previous employer for less than ninety (90) days. For an employee satisfying 3) above, the 90 day election period in Section 3.1 shall begin on the date the employee was employed by such previous Employer.

§ 2.9 Employer Account

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


§ 2.11 Forfeiture

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

§ 2.12 Hour of Service

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

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

§ 2.13 IRC or Code

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

§ 2.14 Joint and Survivor Annuity

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

§ 2.15 Leave of Absence

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

§ 2.16 Limitation Year

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

§ 2.17 Nonelective Contributions

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

§ 2.18 Normal Retirement Age

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

§ 2.19 One Year Break in Service

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

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

§ 2.21 Participant Account

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

§ 2.22 Period of Severance

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

§ 2.23 Plan

"Plan" refers to this Plan.

§ 2.24 Pre-Retirement Survivor Annuity

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

§ 2.25 Retirement

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

§ 2.26 Revised Code

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

§ 2.27 Rollover Contribution

"Rollover Contribution" means:

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

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

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

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

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

§ 2.29 Total Service for Vesting

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

§ 2.30 Voluntary Contributions

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

Article III
ELIGIBILITY TO PARTICIPATE

§ 3.1 Initial Entry

All Eligible Employees as of the Effective Date of the Plan shall have a period of 120 days in which to elect to participate in the Plan. Academic or Administrative Employees making such election on forms prescribed by the Employer shall participate in the Plan as of the Effective Date. An Eligible Employee whose employment commences after the effective date of the Plan shall have a period of 90 days from the date upon which the employee first is credited with an Hour of Service in which to elect participation in the Plan. Such election shall be effective on the Eligible Employee's employment commencement date. Participants shall remain in the Plan until their Termination Date.

§ 3.2 Resumption of Participation

In the event a Participant is reemployed prior to incurring a One-Year Break in Service, such employee will participate in the Plan immediately upon becoming an Academic or Administrative Employee of the Employer.

Article IV
CONTRIBUTIONS

§ 4.1 Nonelective Contributions

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

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

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

§ 4.2 Employer Contributions

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

Notwithstanding Sections 4.1 and 4.2, in no event shall the amount contributed under Sections 4.1 and 4.2 be less than the amount necessary to qualify the Plan as a state retirement system pursuant to Code Section 3121(b)(7) and the regulations adopted thereunder.
Each Participant will share in Employer contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Participant severs employment with the Employer or is no longer a member of an eligible class of employees.

§ 4.3 Voluntary Contributions

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

§ 4.4 Corrective Distributions

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

§ 4.5 Rollover Contributions

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

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

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

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

§ 4.6 Transfers from a Plan of the Employer

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

Article V

ADMINISTRATION OF ACCOUNTS

§ 5.1 Investments

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

Subject to the Provider's rules for transfers and the Revised Code, a Participant may specify that a part or all of such Participant's Account may be transferred among different investment options offered under such Annuity Contract or may be transferred to the Annuity Contract of another authorized provider. Transfers between Providers are subject to each Provider's rules for such transfers and shall be permitted only once per year, effective the first day of the Plan Year.

§ 5.3 Limitations on Allocations to Each Participant

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

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

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

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

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

2. If after the application of Subparagraph (1) an excess amount still exists, and the Participant is covered by the Plan at the end of the Limitation Year, the excess amount in the Account of the Participant will be used to reduce Employer Contributions (including any allocation of Forfeitures) for such Participant in the next Limitation Year, and each succeeding Limitation Year if necessary.

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

4. If a suspense account is in existence at any time during a Limitation Year pursuant to this Section, it will be administered in accordance with the Provider's investment policies. If a suspense account is in existence at any time during a particular Limitation Year, all amounts in the suspense account must be allocated and reallocated to Accounts of Participants before any Employer or Participant contributions may be made to the Plan for that Limitation Year. Excess amounts may not be distributed to Participants or former Participants.

(b)(i) This Subsection (b) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in IRC Section 419(e) maintained by the Employer, or an individual medical account, as defined in IRC Section 415(1)(2), maintained by the Employer, which provides an annual addition as defined in Paragraph (d)(i), during any Limitation Year. The annual additions which may be credited to the Account of a Participant under this Plan for any such Limitation Year will not exceed the maximum permissible amount reduced by the annual additions credited to the Account of a Participant under the other plans and welfare benefit funds for the same Limitation Year. If the annual additions with respect to the Participant under the other defined contribution plans and welfare benefit funds maintained by the Employer are less than the maximum permissible amount and the Employer contribution that would otherwise cause the annual additions for the Limitation Year to exceed this limitation, the amount contributed...
or allocated will be reduced so that the annual additions under all such plans and funds for the Limitation Year will equal the maximum permissible amount. If the annual additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the Account of a Participant under this Plan for the Limitation Year.

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

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

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

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

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

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

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

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

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

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

For this purpose, any excess amount applied under (a)(iv) or (b)(vi) in the Limitation Year to reduce Employer Contributions will be considered annual additions for such Limitation Year.
(ii) "Compensation:" Compensation means wages as defined in IRC Section 3401(a) and all other payments of Compensation to an employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the employee a written statement under IRC Sections 6041(d) and 6051(a)(3). Compensation must be determined without regard to any rules under IRC Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in IRC Section 3401(a)(2)).

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

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

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

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

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

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

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

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

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

§ 5.4 Designation of Beneficiary

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

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

§ 5.5 Loans to Participants

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

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

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

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

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

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

(f) If the Employer has elected the spousal consent option in Section 1.12, a Participant must obtain the consent of his or her spouse, if any, to use the Account as security for the loan. Spousal consent shall be obtained no earlier than the beginning of the 90-day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by the Provider or
notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the Account is used for renegotiation, extension, renewal, or other revision of the loan.

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

Article VI
VESTING

§ 6.1 Participant Account and Rollover Account 100 Percent Vested
The Participant’s Account and the Rollover Account shall be 100% vested at all times.

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

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

Article VII
DISTRIBUTION OF BENEFITS

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

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

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

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

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

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

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

(i) Individual Account.

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

(2) The amount to be distributed each year, beginning with distributions for the first distribution calendar year shall not be less than the quotient obtained by dividing the Participant's benefit by the lesser of (A) the applicable life expectancy or (B) if the Participant's spouse is not the designated Beneficiary, the applicable divisor determined from the table set forth in Q&A-4 of Section 1.40T(a)(9)-2 of the Proposed Regulations. Distributions after the death of the Participant shall be distributed using the applicable life expectancy in Subparagraph (d)(i)(1) above as the relevant divisor without regard to Proposed Regulations Section 1.401(a)(9)-2.

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

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

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

(e) If the Participant dies before distribution of his interest commences, then distributions of the Participant's remaining vested Account must be completed by the end of the fifth calendar year following the year of his death. However, installment distributions to a designated Beneficiary which begin not later than the end of the calendar year following the death of the Participant shall be treated as complying with this 5 year distribution requirement (even though the installment payments are not completed within 5 years of the Participant's death) if the distributions are made at a rate which is not longer than that calculated (in the manner described in Subparagraph (c)(i)(3) of this Section 7.2) to provide payment of all the Participant's vested Account during the anticipated life expectancy of the designated Beneficiary. Provided that if the designated Beneficiary is the surviving spouse of the deceased Participant, the distributions can begin as long after the Participant's death as the date on which the deceased Participant would have attained the age of 70-1/2. If the surviving spouse dies after the Participant, but before payments to such spouse begin, the provisions of this Subsection (f) (e) shall be applied as if the surviving spouse were the Participant.
If the Participant has not made an election pursuant to this Subsection (e) by the time of his or her death, the Participant's designated Beneficiary must elect the method of distribution no later than the earlier of (1) December 31 of the calendar year in which distributions would be required to begin under this Subsection, or (2) December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

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

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

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

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

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

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

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

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

(v) "Participant's benefit."

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

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

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

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

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

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

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

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

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

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

(e) Notice Requirements.

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

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

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

§ 7.4 Distribution After Death of Participant

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

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

§ 7.5 Distribution After Death of Beneficiary

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

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

§ 7.7    Inability to Locate Participant or Beneficiary

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

(a) Distribute the vested Account in question to an interest bearing savings account established in the name of the Participant or Beneficiary; or, if the vested Account is payable to a Participant (as reasonably determined by the Provider) the Provider may distribute the funds to the Participant by placing them in a savings account in the Participant's name or by purchasing U.S. Savings Bonds in the Participant's name and holding them for the Participant;

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

§ 7.8    Qualified Domestic Relations Orders

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

§ 7.9    Direct Rollover

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

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

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

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

(b) A "distributee" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's (or former employee's) spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
(c) An "eligible retirement plan" is a retirement plan which meets the requirements of IRC Section 401(a), an annuity described in IRC Section 403(a), an individual retirement account described in IRC Section 408(a), or an individual retirement annuity (other than an endowment contract) described in IRC Section 408(b), the terms of which permit the acceptance of a direct rollover of the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or an individual retirement annuity. The Provider may establish reasonable procedures for ascertaining that the eligible retirement plan meets the preceding requirements.

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

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

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

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

§ 7.10 Withholding Orders

(a) Withholding Orders Upon Theft in Office

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

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

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

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

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

(b) Withholding Orders for Support

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

(c) Provider Responsibility

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

Article VIII

AMENDMENT AND TERMINATION

§ 8.1 Rights to Suspend or Terminate Plan

It is the present intention of the Employer to maintain this Plan throughout its existence. Nevertheless, the Employer reserves the right, at any time, to the extent permitted by the Revised Code, to discontinue or terminate the Plan, to terminate the Employer's liability to make further contributions to this Plan, and/or to suspend contributions for a fixed or indeterminate period of time. In any event, the liability of the Employer to make
contributions to this Plan shall automatically terminate upon its legal dissolution or termination, upon its adjudication as a bankrupt, upon the making of a general assignment for the benefit of creditors, or upon its merger or consolidation with any other entity. If there is more than one Provider selected in Section 1.7, Employer's liability to make contributions as to any Provider shall terminate upon the Provider ceasing to be a designated provider under Section 3305.03 of the Revised Code.

§ 8.2 Successor Organizations

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

§ 8.3 Amendment

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

§ 8.4 100% Vesting on Termination of Plan

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

§ 8.5 Plan Merger or Consolidation

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

Article IX

MISCELLANEOUS

§ 9.1 Laws of Ohio to Apply

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

§ 9.2 Credit for Qualified Military Service

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

§ 9.3 Participant Cannot Transfer or Assign Benefits

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

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

§ 9.4 Reversion of Contributions Under Certain Circumstances

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

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

§ 9.5 Filing Tax Returns and Reports

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

§ 9.6 No Discrimination

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

§ 9.7 Number and Gender

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

§ 9.8 Records and Information

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

§ 9.9 Information to Participants

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

§ 9.10 Powers

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

FINANCIAL AFFAIRS/FACILITIES COMMITTEE

Mr. Bryan stated that the Financial Affairs/Facilities Committee met earlier that afternoon to hear reports on a couple of discussion items but had no action items to address. Bob Waddle gave a status report on capital improvements and informed the Financial Affairs/Facilities Committee that there is almost total agreement between the Union Project Committee and the architects on the final design for the Union. He also provided an update on the heating plant and proposed renovations to the Offenhauer Residence Complex, which will be a $6 million renovation over three years. Linda Hamilton reviewed the second quarter budget report, which seems to be on target except for a few items. Mr. Bryan stated that the committee adjourned to join the Human Resources/University Programming Committee for the Alternative Retirement Program presentation.

OTHER ITEMS

Sponsored Grants and Contracts Awarded: November and December 1998

No. 20-99 Mr. Marsh moved and Mr. Stroh seconded that grants and/or contracts in the amount of $3,797,007.57, for the months of November and December 1998 be accepted and expenditures applicable thereto in that amount be authorized. The motion was carried with no negative votes.
## GRANTS AND CONTRACTS AWARDED
For Month Ending: November 30, 1998

### I. RESEARCH
#### A. State Sponsored
- Special Ed.  
  - T. Southern/R. Wilson  
  - ODE
  
  **TOTAL STATE SPONSORED**
  
  **$125,000.00**

#### B. Privately Sponsored
- Chemistry  
  - D. Neckers  
  - United Soybean Brd.
- Biology  
  - R. Lowe  
  - Proctor & Gamble
  
  **TOTAL PRIVATELY SPONSORED**
  
  **$110,000.00**

#### C. Federally Sponsored
(No Activity)

**TOTAL RESEARCH**

**$235,000.00**

### II. INSTRUCTION
- Gerontology  
  - S. Fulks  
  - St. Francis Hlth. Care
- Special Ed.  
  - E. Williams/R. Wilson  
  - ODE
  
  **TOTAL INSTRUCTION**
  
  **$60,496.00**

### III. PUBLIC SERVICE
- College Access  
  - B. Bembry  
  - USDE
- Ctr. Gov. Rsch.  
  - G. Hess  
  - US Dept. of Comm.
- Music  
  - R. Kennel  
  - Owens CC
- Continuing Ed.  
  - S. Bolanis  
  - Ohio Arts Council
- Psychology  
  - K. Pargament  
  - OH Dpt. of Mental Hlth.
  
  **TOTAL PUBLIC SERVICE**
  
  **$379,052.00**

**TOTAL SPECIAL CONTRACTS AND GRANTS**

**$674,548.00**

### IV. FINANCIAL AID
- FASE  
  - C. McRoberts  
  - OH Student Aid Comm.
- FASE  
  - C. McRoberts  
  - USDE
- FASE  
  - C. McRoberts  
  - OBOR
- FASE  
  - C. McRoberts  
  - OBOR
  
  **TOTAL ALL GRANTS AND CONTRACTS**
  
  **$846,409.00**

## GRANTS AND CONTRACTS AWARDED
For Month Ending: December 31, 1998

### I. RESEARCH
#### A. State Sponsored
- Grad. College  
  - L. Chavers  
  - OBOR (Miami Univ.)
  
  **TOTAL STATE SPONSORED**
  
  **$7,800.00**

#### B. Privately Sponsored
- Psychology  
  - Rglbrg/O'Brien/Smith  
  - Brush Wellman
- Geology  
  - B. Vincent  
  - Boeing Company
- Pol. Science  
  - M. Maggiotto  
  - Fostoria Econ. Dev.
- Pol. Science  
  - M. Maggiotto  
  - Tol-Lucas Cty. Library
- Pol. Science  
  - M. Maggiotto  
  - Fair Housing Ctr.
- Canadian Stud.  
  - S. Givens  
  - Canadian Embassy
  
  **TOTAL PRIVATELY SPONSORED**
  
  **$95,700.54**
C. Federally Sponsored
Psychology       T. Swanson       DHHS          $35,957.03
Biology          L. Pulakat       DHHS          107,748.00

TOTAL FEDERALLY SPONSORED $143,705.03

TOTAL RESEARCH $247,205.57

II. INSTRUCTION
Coop. Ed.          B. Smith       GE Co. Corp.  $5,910.00

III. PUBLIC SERVICE
Public Safety  J. Wiegand   Ohio Atty. General  $36,210.00
WBGU-TV        Fitzgerald/Sexton   US Dept. of Comm. 206,929.00

TOTAL PUBLIC SERVICE $243,139.00

TOTAL SPECIAL CONTRACTS AND GRANTS $496,254.57

IV. FINANCIAL AID
FASE                C. McRoberts    OH Dept Ed.  $2,454,344.00

TOTAL ALL GRANTS AND CONTRACTS $2,950,598.57

REPORTS - STUDENT SUCCESS SERIES

Dr. James Sullivan, Dean, College of Business Administration and Linda Bakkum, Assistant Director, Undergraduate Studies in Business

Dr. Sullivan made some introductory remarks about the Supplemental Instruction Program, which was initiated last spring for Math 126 as part of the College of Business Administration's recruitment and retention plan. He then called upon Linda Bakkum, who coordinates this project, to provide the Board of Trustees with more information on the program.

Ms. Bakkum said that the concept of supplemental instruction has been in existence for 25 years, and is in place at 650 schools throughout the world. Supplemental Instruction focuses on high risk courses, not high risk students, and is used with required courses that are challenging, i.e., those with a 30% "D", "F", or withdrawal rate. Math 126 (Calculus) was targeted at Bowling Green State University because historically it has been a difficult course for students and is a prerequisite for all business majors. The goals for Supplemental Instruction are to improve student performance; to increase retention; and to improve learning skills in the areas of thinking and reasoning, responsibility, and reflection. Ms. Bakkum then explained that schools use supplemental instruction because there is no remedial stigma, the population is easy to identify, recordkeeping is simple, evaluation is accurate, it is cost effective, and faculty are supportive.

The program begins on the first day of class when students identify times outside class that they can meet for supplemental instruction. Sessions are held in a centralized location led by graduate students or upperclassmen who use peer collaborative learning to help students solve problems, better understand the course material and concepts, and develop good study skills. Staffing is provided cooperatively by the College of Business Administration and the Mathematics Department.

The US Department of Education has identified a number of positive outcomes from supplemental instruction programs. Students receive higher course grades, there is a lower rate of D, F, and withdrawal grades, and persistence to graduation is higher among participants. The program has been well received by BGUS students. For the first two semesters it has been in place at the University, participants have had a lower failure rate than non-participants. Ms. Bakkum attributes this success to the collaborative effort of the College of Business Administration and the Math Department.
REPORTS - CONSTITUENT REPRESENTATIVES

Graduate Student Representative - Richard Hughes

Mr. Hughes updated the Board on two initiatives. He first spoke about GSS’s efforts to gain support for the establishment of a neutral Center for Cooperative Resolution designed to aid all members of the University community in preventing and resolving interpersonal conflicts. He reported that at its January 19 meeting, the Faculty Senate joined GSS, Administrative Staff Council and Classified Staff Council in endorsing such a center. He stated that they are continuing to build support toward the allocation of funds.

The second item Mr. Hughes addressed was GSS’s plans to conduct a telephone survey in February. The primary purpose of the survey is to identify significant factors that impede or enhance graduate students’ success at the University. The survey has been reviewed by the Graduate College and the Office of Residence Life and is currently being reviewed by the Human Subjects Review Board. The GSS has contracted with a local research firm to administer the survey to a randomly selected group of graduate students and hopes to have data collection completed by the end of February. He will share highlights at a future meeting.

Administrative Staff Representative - Deborah Boyce

Ms. Boyce updated the Board on recent Administrative Staff Council activities. A joint discussion was held between the Administrative Staff Council Executive Committee and the compensation working group about issues regarding compensation, data collection, and analysis. A subcommittee of the ad hoc Administrative Staff Performance Evaluation Committee has met with faculty members and graduate students and are reviewing a proposal from the Institute of Psychological Research and Application. The proposal is focused on getting the quantitative and qualitative data that is needed to evaluate the effectiveness of the current performance evaluation process. Some upcoming events that Administrative Staff Council is sponsoring or is participating in are a professional development seminar for administrative staff on March 17, a raffle to raise additional funds for the Administrative Staff Scholarship endowment, currently at $53,000, and the President’s Day Open House.

Classified Staff Representative - Jay Samelak

Mr. Samelak reported that the Office of Human Resources and the Classified Staff Salary Compensation Committee are in the process of reviewing surveys sent out last semester. About 50 businesses responded to the survey, which was a 50% return rate. Once this is completed, recommendations will be forwarded to the President for his consideration. The ad hoc Part-Time Issues Committee has developed a short survey to go out to 150 permanent part-time employees within the next two weeks to assess issues of the part-time staff. Mr. Samelak concluded his remarks by commending the employees responsible for snow removal on campus in early January and those involved in closing the university.

Faculty Representative - Veronica Gold

Dr. Gold reported that the Faculty Senate is working on a charter amendment on the sexual harassment policy to incorporate some recommendations from President Ribeau. Also, a proposed calendar change to accommodate a fall break, a proposal to reorganize the College of Education and Human Development and revisions to the articulation policies are scheduled for Faculty Senate consideration at its next meeting. A Resolution on the Center for Cooperative Resolution was passed in January by Faculty Senate.

Undergraduate Student Representative - Kevin Hussey

Mr. Hussey reported on two items. First, Trustee Fitz was appointed to chair the Student Budget Committee. Second, if the revised USG Constitution is not ready for a vote on the floor by February 8, it will be removed from the committee and brought to the student body for a referendum vote, which requires 10% of the student body (1500 students) to pass.

ADJOURNMENT

The meeting was adjourned at 3:55 p.m.