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4-9-2001

Board of Trustees Meeting Minutes 2001-04-09

Bowling Green State University

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Notice having been given in accordance with the Board of Trustees Bylaws, the following members met in the Assembly Room in McCall Center on April 9, 2001: Kermit F. Stroh, Chair; David A. Bryan, Vice Chair; Leon D. Bibb; Sharon S. Cook; Edward A. Ferkany; Delbert L. Latta; Michael J. Marsh; Valerie L. Newell; Katherine Newnam, Robert Smith, and Michael R. Wilcox.

Also present were President Sidney Ribeau; Deborah Magrum, Secretary to the Board; Leigh Chiarello, 2000-01 Faculty Representative to the Board; Mary Beth Zachary, 2000-01 Administrative Staff Representative to the Board; Steven Dietrich, 2000-01 Graduate Student Representative to the Board; Laurel Zawodny, 2000-01 Classified Staff Representative to the Board; Marcos Popovich, 2000-01 Undergraduate Student Representative to the Board; J. Christopher Dalton, Senior Vice President for Finance; Linda S. Dobb, Executive Vice President; John W. Folkins, Provost and Vice President for Academic Affairs; J. Douglas Smith, Vice President for University Advancement; Edward G. Whipple, Vice President for Student Affairs; Gaylyn Finn, Treasurer; media representatives; and a number of observers.

Chair Stroh called the meeting to order at 2:15 p.m., the Board Secretary called the roll and announced that a quorum was present (9 trustees).

PRESIDENT'S REPORT

President Ribeau began his report by recognizing the newly promoted and tenured faculty. He then announced that, as part of the President's Lecture Series, Dr. Tom Ehrlich, a senior scholar from the Carnegie Foundation for the Advancement of Teaching, will be speaking on Wednesday, April 11, at 2:00 P.M. in 101 Olscamp. His topic is "Moral and Civic Learning." Dr. Ehrlich is considered a national leader on the subject of the role of colleges and universities in creating the society of the future through values exploration.

Dr. Ribeau provided results of Dance Marathon 2001. There were 350 dancers this year who raised over $274,000 in cash and donations to support Children's Miracle Network, over $40,000 more than last year. Hundreds of volunteers, moralers, and visitors attended. Appearances and comments were made by Dr. Ed Whipple, Dr. Linda Dobb, Coach Urban Meyer, Bowling Green Mayor John Quinn, and Trustee Dave Bryan.

Dr. Ribeau also provided an update on the Family Campaign. To date, employee participation is 36%. Last year at the same time, it was 34%. The total amount raised to date is $503,000. Last year at the same time, it was $356,000. This year's goal is $525,000.

MINUTES

Motion was made by Mr. Marsh and seconded by Ms. Newell that the minutes of the December 11 and 15, 2000 meetings be approved as written. The motion carried.

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

Mr. Bibb reported that the Academic and Student Affairs Committee had a special meeting in late March to discuss promotion and tenure recommendations. He called on Provost Folkins to present the recommendations. Dr. Folkins noted that there were a total of 34 candidates recommended for promotion and/or tenure: 13 for promotion from Associate Professor to Full Professor, which includes tenure for two who came to BGSU as Associate Professors; 17 for promotion from Assistant Professor to Associate Professor, including tenure for all but two who already have tenure; and four for tenure only. Dr. Folkins then introduced each dean who presented candidates from their respective colleges for the award of promotion and/or tenure. He asked the candidates to stand, whereby they were given a round of applause. Provost Folkins praised their accomplishments and their continued potential.
2001-2002 Promotion and Tenure Recommendations

No. 22-2001 Mr. Bibb moved and Mr. Ferkany seconded that approval be given to the following 2001-2002 Promotion and Tenure Recommendations. The motion was approved with no negative votes.

PROMOTION & TENURE
Effective 2001-2002

COLLEGE OF ARTS & SCIENCES

Tenure

Kevin C. H. Pang, Psychology
Sergey Shpectorov, Mathematics and Statistics

Tenure and Promotion to Associate Professor

Robert M. Buffington, History
Carlo Celli, Romance Languages
John R. Farver, Geology
Robert Huber, Biological Sciences
David E. Meel, Mathematics and Statistics
Marina Oshana, Philosophy
Haowen Xi, Physics and Astronomy
Craig L. Zirbel, Mathematics and Statistics

Promotion to Professor

Janet Ballweg, Art
James E. Evans, Geology
Daniel Madigan, English

COLLEGE OF BUSINESS ADMINISTRATION

Tenure and Promotion to Associate Professor

Gregory A. Rich, Marketing

Promotion to Professor

Alan T. Lord, Accounting and Management Information Systems

COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

Tenure

Gregory G. Garske, Intervention Services
Jean D. Hines, Family and Consumer Sciences

Promotion to Professor

Pamela C. Allison, School of HMSLS
Jacquelyn Cuneen, School of HMSLS
Kathleen Farber, School of Leadership & Policy Studies
Joseph E. Havranek, Intervention Services
Vikki Krane, School of HMSLS
Personnel Changes Since the December 11, 2000 Meeting

Mr. Bibb reported that the Academic and Student Affairs Committee also reviewed personnel changes since December 11, 2000 including the appointments of Dr. Lorraine Haricombe as a tenured Associate Professor of Libraries and Learning Resources, Dr. Scott Rogers as a tenured Professor of Biological Sciences, Dr. Laura Sanchez as a tenured Associate Professor of Sociology, and Dr. Peter Way as a tenured Associate Professor of History.

Mr. Bibb moved and Mr. Marsh seconded that the Board of Trustees has reviewed and ratified the Personnel Changes since the December 11, 2000 meeting and further approves the appointments of Dr. Lorraine Haricombe as a tenured Associate Professor of Libraries and Learning Resources, Dr. Scott Rogers as a tenured Professor of Biological Sciences, Dr. Laura Sanchez as a tenured Associate Professor of Sociology, and Dr. Peter Way as a tenured Associate Professor of History. The motion was approved with no negative votes.
### Full-Time Faculty

**April 9, 2001**

#### New Appointments

<table>
<thead>
<tr>
<th>Name</th>
<th>Rank</th>
<th>College/Department</th>
<th>Status/Salary/Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rogers, Scott O.</td>
<td>Professor</td>
<td>College of Arts &amp; Sciences/Biological Sciences</td>
<td>Appointed: Chair and Professor with tenure of Biological Sciences. Salary: $92,000. Effective: May 31, 2001.</td>
</tr>
<tr>
<td>Sanchez, Laura</td>
<td>Associate Professor</td>
<td>College of Arts &amp; Sciences/Sociology</td>
<td>Appointed: Associate Professor with tenure of Sociology. Salary: $58,000. Effective: August 15, 2001.</td>
</tr>
<tr>
<td>Way, Peter</td>
<td>Associate Professor</td>
<td>College of Arts &amp; Sciences/History</td>
<td>Appointed: Chair and Associate Professor with tenure of History. Salary: $87,111. Effective: August 1, 2001.</td>
</tr>
<tr>
<td>Haricombe, Lorraine Jeanne</td>
<td>Dean Associate Professor</td>
<td>Libraries and Learning Resources</td>
<td>Appointed: Dean of Libraries and Learning Resources and Associate Professor with tenure. Salary: $105,000 (prorated to $105,404, June 30, 2001 - June 30, 2002). Effective: June 30, 2001.</td>
</tr>
</tbody>
</table>

#### Changes in Assignment, Rank and/or Salary

<table>
<thead>
<tr>
<th>Name</th>
<th>Rank</th>
<th>College/Department</th>
<th>Change/Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geist, Christopher</td>
<td>Professor</td>
<td>College of Arts &amp; Sciences/Popular Culture</td>
<td>Appointed: Interim Associate Dean, College of Arts &amp; Sciences. Add: $2,000 administrative stipend. Effective: Spring Semester 2001.</td>
</tr>
<tr>
<td>Kaukinen, Catherine</td>
<td>Instructor</td>
<td>College of Arts &amp; Sciences/Sociology</td>
<td>Change in rank and status: from Instructor, terminal to Assistant Professor, probationary 1/7. Salary increased from $41,700 to $43,000. Completion of Ph.D. Effective: Fall Semester 2001.</td>
</tr>
<tr>
<td>Kent, Alicia</td>
<td>Visiting Assistant Professor</td>
<td>College of Arts &amp; Sciences/Ethnic Studies</td>
<td>Change in rank: from Instructor to Visiting Assistant Professor. Completion of Ph.D. Effective: December 15, 2000.</td>
</tr>
<tr>
<td>Lawrence, Joan</td>
<td>Associate Professor</td>
<td>College of Arts &amp; Sciences/Psychology</td>
<td>Change in status: from probationary 4/7 to 3/7 due to reevaluation of responsibilities in Psychological Services Center. Effective: August 16, 2000.</td>
</tr>
</tbody>
</table>
### Changes in Assignment, Rank and/or Salary

<table>
<thead>
<tr>
<th>Name</th>
<th>Rank</th>
<th>College/Department</th>
<th>Change/Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taylor, Kelly</td>
<td>Instructor</td>
<td>College of Arts &amp; Sciences/Journalism</td>
<td>Change in status: from terminal to temporary. Effective: August 16, 2000.</td>
</tr>
<tr>
<td>Coomes, Michael</td>
<td>Associate Professor</td>
<td>College of Education &amp; Human Development/Higher Education Administration/College Student Personnel</td>
<td>Appointed: Interim Director of LPS. Add $2,000 stipend. Effective: Spring Semester 2001.</td>
</tr>
<tr>
<td>Fiscus, Edward</td>
<td>Associate Professor</td>
<td>College of Education &amp; Human Development/Division of Intervention Services/Division of Teaching and Learning</td>
<td>Appointed: Interim Director of EIS. Effective: Spring Semester 2001.</td>
</tr>
<tr>
<td>Mandlebaum, Linda</td>
<td>Associate Professor</td>
<td>College of Education &amp; Human Development/Division of Intervention Services</td>
<td>Appointed: Interim Chair, Division of Intervention Services. Add $1,000 stipend. Effective: Spring Semester 2001.</td>
</tr>
<tr>
<td>Palmer, Carolyn</td>
<td>Associate Professor</td>
<td>College of Education &amp; Human Development/College Student Personnel</td>
<td>Appointed: Interim Chair of Higher Education Administration. Add $1,000 stipend. Effective: Spring Semester 2001.</td>
</tr>
<tr>
<td>Wilson, Richard</td>
<td>Professor</td>
<td>College of Education &amp; Human Development/Division of Intervention Services</td>
<td>Removed: as Chair Division of Intervention Services and Director EIS. Reduce stipend from $4,000 to 2,000 while on FIL. Effective: Spring Semester 2001.</td>
</tr>
<tr>
<td>Hunker, Stefanie A.</td>
<td>Assistant Professor</td>
<td>Libraries and Learning Resources/Electronic Resources</td>
<td>Title change: from Interim Coordinator to Coordinator, Electronic Resources/Reference Librarian. Salary: increased $2,000 under Faculty Compensation Plan. Effective: July 1, 2000.</td>
</tr>
<tr>
<td>Rich, Linda A.</td>
<td>Assistant Professor</td>
<td>Libraries and Learning Resources/Information Services</td>
<td>Salary: increased $3,000 under Faculty Compensation Plan. Effective: August 1, 2000.</td>
</tr>
</tbody>
</table>

### Death

<table>
<thead>
<tr>
<th>Name</th>
<th>Rank</th>
<th>Area/Department</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kalman, Barbara</td>
<td>Associate</td>
<td>Student Affairs/Counseling</td>
<td>March 12, 2001</td>
</tr>
<tr>
<td></td>
<td>Professor</td>
<td>Center</td>
<td></td>
</tr>
</tbody>
</table>

### Resignations

<table>
<thead>
<tr>
<th>Name</th>
<th>Rank</th>
<th>College/Department</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adetunji, Jacob</td>
<td>Assistant</td>
<td>College of Arts &amp; Sciences/Sociology</td>
<td>January 5, 2001</td>
</tr>
</tbody>
</table>
Spike, Kathryn  
Instructor  
College of Arts & Sciences/English  
December 22, 2000

Stanton, Jeffrey  
Assistant Professor  
College of Arts & Sciences/Psychology  
May 22, 2001

Agama, Laurie-Ann  
Instructor  
College of Business Administration/Economics  
May 18, 2001

Holmes, Robert  
Associate Professor  
College of Business Administration/Legal Studies/International Business  
January 14, 2001

Retirement  
Name  
Gehring, Donald  
Rank  
Professor  
College/Department  
College of Education & Human Development/Higher Education Administration/College Student Personnel  
Effective Date  
December 22, 2000

Contract Concluded  
Name  
Mohan, Santhosh  
Rank  
Instructor  
College/Department  
College of Business Administration/Finance  
Reason/Effective Date  
Terminated. January 10, 2001

ADMINISTRATIVE STAFF  
December 11, 2000 through April 9, 2001

New Appointments: Full Time

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>College/Department</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Executive Vice President</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Davis, Gerald</td>
<td>Educational Technologist</td>
<td>NWOET</td>
<td>$38,500 FY</td>
<td>12/04/00 to 06/30/01</td>
</tr>
<tr>
<td>Simon, Tina</td>
<td>Business Manager</td>
<td>WBGU-TV, Television Services</td>
<td>$48,500 FY</td>
<td>12/18/00 to 12/31/00 PT</td>
</tr>
<tr>
<td><em>President</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ujvagi-Roder, Krisztina</td>
<td>Coordinator of Special Projects</td>
<td>Office of the President</td>
<td>$31,350 FY</td>
<td>12/5/00 to 06/30/01</td>
</tr>
<tr>
<td><em>Provost and Academic Affairs</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gerlach, Amy</td>
<td>Writing Specialist</td>
<td>Academic Enhancement</td>
<td>$31,515 FY</td>
<td>02/26/01 to 05/18/01</td>
</tr>
<tr>
<td>Crimmins, Eric</td>
<td>Network Administrator</td>
<td>College of Business</td>
<td>$23,000 FY</td>
<td>01/02/01 to 06/30/01</td>
</tr>
<tr>
<td>LaGesse, Amy</td>
<td>HIV Evaluation Coordinator</td>
<td>College of Health and Human Services</td>
<td>$32,886 FY</td>
<td>03/07/01 to 12/31/01</td>
</tr>
<tr>
<td>Zhang, Qinzhu</td>
<td>Assistant Director, Institutional Research</td>
<td>Firelands College</td>
<td>$35,500 FY</td>
<td>02/16/01 to 06/30/01</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>College/Department</td>
<td>Salary</td>
<td>Effective Dates</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------</td>
<td>------------------------------------</td>
<td>------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Guzman, Gregory</td>
<td>Assistant Director, Compliance</td>
<td>Student Financial Aid</td>
<td>$39,500 FY</td>
<td>01/16/01 to 06/30/01</td>
</tr>
</tbody>
</table>

**Finance and Administration**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>College/Department</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Young, Kim</td>
<td>Technical Assistant for Web Development</td>
<td>Finance and Administration</td>
<td>$42,000 FY</td>
<td>03/19/01 to 06/30/01</td>
</tr>
<tr>
<td>Hatefi, B. Abraham</td>
<td>Director of Internal Auditing</td>
<td>Finance and Administration</td>
<td>$72,500 FY</td>
<td>04/02/01 to 06/30/01</td>
</tr>
</tbody>
</table>

**Student Affairs**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>College/Department</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robertson, Celeste B.</td>
<td>Assistant Director/Coordinator for the Multicultural Career Institute</td>
<td>Career Services</td>
<td>$42,000 FY</td>
<td>12/04/00 to 06/30/01</td>
</tr>
<tr>
<td>Bowers, John</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>$54,000 FY</td>
<td>12/06/00 to 12/31/01</td>
</tr>
<tr>
<td>Brandon, Gregg</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>$72,000 FY</td>
<td>01/08/01 to 12/31/01</td>
</tr>
<tr>
<td>Drayton, Stanley A</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>$40,000 FY</td>
<td>01/12/01 to 12/31/01</td>
</tr>
<tr>
<td>Hevesy, John J</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>$50,000 FY</td>
<td>12/08/00 to 12/31/01</td>
</tr>
<tr>
<td>Mullen, Daniel</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>$40,000 FY</td>
<td>12/08/00 to 12/31/01</td>
</tr>
<tr>
<td>Studrawa, Gregory</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>$50,000 FY</td>
<td>12/08/00 to 12/31/01</td>
</tr>
<tr>
<td>Elola, Vanessa</td>
<td>Interim Hall Director 1 (plus staff housing accommodations of $2,400 for half the year)</td>
<td>Residence Life</td>
<td>$28,000 FY</td>
<td>01/22/01 to 06/30/01</td>
</tr>
<tr>
<td>Folkins, Georgia</td>
<td>Interim Coordinator of Graduate Student Affairs</td>
<td>Student Life</td>
<td>$37,000 FY</td>
<td>12/01/00 to 05/31/01</td>
</tr>
<tr>
<td>Arnold, William</td>
<td>Interim Executive Assistant to the Vice President</td>
<td>Student Affairs</td>
<td>$46,000 FY</td>
<td>01/22/01 to 06/30/01</td>
</tr>
<tr>
<td>Dreyer, Daria B</td>
<td>Manager</td>
<td>University Dining Services</td>
<td>$27,849 FY</td>
<td>11/13/00 to 06/30/01</td>
</tr>
<tr>
<td>Robinson, Karen E</td>
<td>Marketing Coordinator</td>
<td>University Dining Services</td>
<td>$27,303 FY</td>
<td>11/13/00 to 06/30/01</td>
</tr>
<tr>
<td>Savage, Linda</td>
<td>Manager</td>
<td>University Dining Services</td>
<td>$27,303 FY</td>
<td>01/08/01 to 06/30/01</td>
</tr>
</tbody>
</table>

**Changes in Assignment, Title, and/or Salary**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>College/Department</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Executive Vice-President</strong></td>
<td>Dettmer, Carl</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant Director, Computer Training Centers (salary increase due to reevaluation of position)</td>
<td>Continuing Education, International &amp; Summer Programs</td>
<td>From: $37,997 FY To: $43,000 FY</td>
<td>03/01/01 to 06/30/01</td>
</tr>
</tbody>
</table>
Salazar-Valentine, Marcia  
From: Associate Director of Off-Campus Programs  
To: Associate Dean for Off-Campus Programs (salary increase and title change due to reevaluation of position)  
Continuing Education, International & Summer Programs  
From: $52,785 FY  
To: $57,785 FY  
08/02/00 to 06/30/01

Zapiecki, Thomas  
From: Videographer  
To: Television Director (promotion)  
WBGU-TV  
From: $32,839 FY  
To: $36,000 FY  
03/01/01 to 06/30/01

President's Area  
Bell, Donald  
Technology Infrastructure Program Manager (contract extended)  
President's Office  
From: $110,000 FY  
To: $116,500 FY  
01/01/01 to 06/30/01

Provost and Academic Affairs  
Pozniak, Mary Lynn  
Assistant Director (salary increase due to reevaluation of position)  
Academic Enhancement  
From: $42,733 FY  
To: $44,870 FY  
07/01/00 to 06/30/01

Rivera, Marcos  
Assistant Director (salary increase due to reevaluation of position)  
Academic Enhancement  
From: $38,412 FY  
To: $40,333 FY  
08/01/00 to 06/30/01

Ward, Betty  
From: Coordinator of College Budgets  
To: Manager of Budgets & Operations (salary increase and title change due to reevaluation of position)  
College of Arts & Sciences  
From: $54,506 FY  
To: $55,506 FY  
07/01/00 to 06/30/01

Winslow, Bridgette  
From: Program Counselor  
To: Academic Advisor (salary increase and title change due to reevaluation of position)  
College of Education and Human Development  
From: $29,221 FY  
To: $32,948 FY  
07/01/00 to 06/30/01

Crawford, Linda  
From: Administrative Assistant  
To: Administrative Specialist (salary increase and title change due to reevaluation of position)  
College of Health and Human Services  
From: $43,139 FY  
To: $45,727 FY  
07/01/00 to 06/30/01

Shaffner, Catherine  
Instructor of Medical Technology (salary increase to bring salary up to minimum of pay grade)  
College of Health and Human Services, Medical Technology  
From: $20,957 FY  
To: $29,694 FY  
08/16/00 to 05/18/01

Meraz, Ramona  
From: Hall Director, Office of Res. Life, Student Affairs  
To: Academic Recruiter/Advisor (promotion)  
College of Technology  
From: $31,585 FY  
To: $34,000 FY  
02/01/01 to 06/30/01

Divers, Debralee  
Associate Director of Admissions & Financial Aid (salary increase due to reevaluation of position)  
Firelands College  
From: $46,027 FY  
To: $47,753 FY  
10/01/00 to 06/30/01

Moyer, Kevin L.  
Network Technician (salary increase given to counter an external offer of employment)  
Firelands College  
From: $27,390 FY  
To: $34,925 FY  
07/01/00 to 06/30/01
<table>
<thead>
<tr>
<th>Name</th>
<th>From:</th>
<th>To:</th>
<th>Salary Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weirauch, Robin</td>
<td>From: Project Manager</td>
<td>Graduate College, Center for Policy Analysis and Public Service</td>
<td>11/01/00 to 06/30/01</td>
</tr>
<tr>
<td>Hufford, Marjorie</td>
<td>From: Director of Records</td>
<td>Registration and Records</td>
<td>02/02/01 to 06/30/01</td>
</tr>
<tr>
<td>Lau, K. Sue</td>
<td>From: Director of Graduation and Degree Audit</td>
<td>Registration and Records</td>
<td>02/02/01 to 06/30/01</td>
</tr>
<tr>
<td>Palmer, Gene</td>
<td>Director of Student and Information Services (from full-time to part-time)</td>
<td>Registration and Records</td>
<td>01/1/2001 to 06/30/01</td>
</tr>
<tr>
<td>Palmer, Gene</td>
<td>From: Director of Student and Information Services</td>
<td>Registration and Records</td>
<td>02/22/01 to 06/30/01</td>
</tr>
<tr>
<td>Roberts, Gina</td>
<td>From: Interim Director</td>
<td>Student Financial Aid</td>
<td>02/19/01 to 06/30/01</td>
</tr>
<tr>
<td>Student Affairs</td>
<td>Hamilton, Darren</td>
<td>Intercollegiate Athletics</td>
<td>01/02/01 to 06/30/01</td>
</tr>
<tr>
<td>Beckman, Tim</td>
<td>Assistant Football Coach (increase due to increased duties)</td>
<td>Intercollegiate Athletics</td>
<td>01/01/01 to 06/30/01</td>
</tr>
<tr>
<td>Pepelea, Artie</td>
<td>Assistant Men's Basketball Coach (increase due to equity adjustment)</td>
<td>Intercollegiate Athletics</td>
<td>12/01/00 to 06/30/01</td>
</tr>
<tr>
<td>Bader, Greg</td>
<td>From: Interim Asst. to the Director of Residence Life</td>
<td>Residence Life</td>
<td>01/22/01 to 06/30/01</td>
</tr>
<tr>
<td>Hennessy, Nicholas</td>
<td>From: Exec. Asst. to the Vice Pres. for Student Affairs</td>
<td>Residence Life</td>
<td>$51,400 FY</td>
</tr>
</tbody>
</table>
Jackson, James
From: Interim Assoc. Director of Residence Life
To: Coordinator of Multicultural Services
From: $44,000 FY 02/01/01 to To: $30,000 FY 06/30/01

Navin, Joanne
Associate Director (salary increase due to additional responsibilities)
From: Student Health Service $64,072 FY 01/01/01 to To: $65,572 FY 06/30/01

Dreyer, Daria B.
Manager (salary increase due to completion of certification for a registered dietician)
From: University Dining Services $27,849 FY 01/01/01 to To: $28,849 FY 06/30/01

Duda, Linda
From: Assistant Manager To: Assistant General Manager University Dining Services (salary increase and title change due to reevaluation of position)
From: $35,716 FY To: $37,502 FY 01/01/01 to 06/30/01

Franketti, Perry
General Manager (salary increase due to counter offer of employment from another area)
From: University Dining Services $42,932 FY 01/01/01 to To: $44,932 FY 06/30/01

University Advancement
Koder, Timothy
From: Major Gift Officer Office of Development To: Director, Major Gifts (promotion)
From: $56,850 FY To: $66,500 FY 12/01/00 to 06/31/01

Leaves of Absence

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>College/Department</th>
<th>Salary</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crane, Lisa</td>
<td>Clinical Instructor</td>
<td>College of Health &amp; Human Services,</td>
<td>$16,000 AY</td>
<td>01/15/01 to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Communication Disorders</td>
<td></td>
<td>05/11/01</td>
</tr>
<tr>
<td>Vining, Susan</td>
<td>Clinical Audiologist</td>
<td>College of Health &amp; Human Services,</td>
<td>$55,078 FY</td>
<td>01/01/01 to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Communication Disorders</td>
<td></td>
<td>05/07/01</td>
</tr>
</tbody>
</table>

Contracts Concluded

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>College/Department</th>
<th>Reason</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Vice President  McWatters, John</td>
<td>Part-time Manuscripts Processor</td>
<td>Center for Archival Collections</td>
<td>Personal Reasons</td>
<td>02/09/01</td>
</tr>
<tr>
<td>Ouellette, Patrick</td>
<td>Lab Support Coordinator</td>
<td>Information Technology Services</td>
<td>Accepted another position</td>
<td>01/24/01</td>
</tr>
</tbody>
</table>

Provost and Academic Affairs
Leaman, George
Director
Philosophy Documentation Center
Accepted another position 02/28/01
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Department</th>
<th>Reason for Departure</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fells, Lori</td>
<td>Assistant Director</td>
<td>Philosophy Documentation Center</td>
<td>Accepted another position</td>
<td>02/28/01</td>
</tr>
<tr>
<td>Hampton, Ann</td>
<td>Coordinator, Gifted Programs</td>
<td>College of Education and Human Development</td>
<td>Accepted another position</td>
<td>01/05/01</td>
</tr>
<tr>
<td>Student Affairs</td>
<td>Stroh, Jolene</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Systems Specialist</td>
<td>Career Services</td>
<td>Accepted another position</td>
<td>01/19/01</td>
</tr>
<tr>
<td>Banks, Timothy</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>Accepted another position</td>
<td>03/01/01</td>
</tr>
<tr>
<td>Blackney, Gary</td>
<td>Head Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>Accepted another position</td>
<td>12/31/00</td>
</tr>
<tr>
<td>Bohan, Michelle</td>
<td>Assistant Women's Basketball Coach</td>
<td>Intercollegiate Athletics</td>
<td>Contract not renewed</td>
<td>06/30/01</td>
</tr>
<tr>
<td>Bridge, Jim</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>Contract not renewed</td>
<td>06/30/01</td>
</tr>
<tr>
<td>Dawson, Dino</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>Accepted another position</td>
<td>01/19/01</td>
</tr>
<tr>
<td>Hudson, Ronald</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>Accepted another position</td>
<td>03/01/01</td>
</tr>
<tr>
<td>Jenkins, Brian</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>Contract not renewed</td>
<td>06/30/01</td>
</tr>
<tr>
<td>Kelly, Lauren</td>
<td>Assistant Athletic Director for</td>
<td>Intercollegiate Athletics</td>
<td>Accepted another position</td>
<td>03/02/01</td>
</tr>
<tr>
<td></td>
<td>Financial Affairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knoblauch, Dee</td>
<td>Head Women's Basketball Coach</td>
<td>Intercollegiate Athletics</td>
<td>Contract terminated</td>
<td>04/07/01</td>
</tr>
<tr>
<td>Neyhouse, James</td>
<td>Assistant Women's Volleyball Coach</td>
<td>Intercollegiate Athletics</td>
<td>Pursue educational opportunities</td>
<td>12/01/00</td>
</tr>
<tr>
<td>Seamonson, Alan</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>Accepted another position</td>
<td>01/09/01</td>
</tr>
<tr>
<td>Stampley, Shonda</td>
<td>Assistant Women's Basketball Coach</td>
<td>Intercollegiate Athletics</td>
<td>Contract not renewed</td>
<td>06/30/01</td>
</tr>
<tr>
<td>Weiss, Jeffrey Lee</td>
<td>Assistant Sports Information</td>
<td>Intercollegiate Athletics</td>
<td>Accepted another position</td>
<td>01/26/01</td>
</tr>
<tr>
<td></td>
<td>Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Haney, Napoleon</td>
<td>Coordinator</td>
<td>Multicultural &amp; Academic</td>
<td>Accepted another position</td>
<td>12/31/00</td>
</tr>
<tr>
<td></td>
<td>Initiatives</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Konecny, Kevin</td>
<td>Area Coordinator</td>
<td>Residence Life</td>
<td>Accepted another position</td>
<td>01/22/01</td>
</tr>
<tr>
<td>Campbell, Kimberly</td>
<td>Part Time Medical Office Assistant</td>
<td>Student Health Services</td>
<td>Relocation</td>
<td>02/28/01</td>
</tr>
<tr>
<td>McDonald, Jennifer</td>
<td>Production Manager</td>
<td>Student Publications</td>
<td>Relocation</td>
<td>03/08/01</td>
</tr>
</tbody>
</table>
### Retirements

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>College/Department</th>
<th>Retirement Plan</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Executive Vice President</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leutz, William</td>
<td>Chief Engineer</td>
<td>WBGU-TV</td>
<td>PERS</td>
<td>01/31/01</td>
</tr>
<tr>
<td><strong>Student Affairs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lichtenberg, Thomas</td>
<td>Assistant Football Coach</td>
<td>Intercollegiate Athletics</td>
<td>STRS</td>
<td>12/31/00</td>
</tr>
<tr>
<td>Treeger, James S.</td>
<td>Special Projects Coordinator</td>
<td>Student Life</td>
<td>PERS</td>
<td>12/31/00</td>
</tr>
</tbody>
</table>

### Proposed Revisions to the Student Handbook and Student Code of Conduct

Mr. Bibb reviewed the proposed revisions to the Student Code of Conduct which clarify (1) arson as a Code violation, (2) the definition of harassment and stalking and (3) responsibilities in informal dispositions.

No. 24-2001 Mr. Bibb moved and Ms. Newell seconded that approval be given to the proposed revisions to the Student Code of Conduct, as outlined below. The motion was approved with no negative votes.

### Judicial Authority

#### 4. Proscribed Conduct

4.b. Offenses Against Persons

... Harassment includes, but is not limited to, making repeated or untimely telephone AND/OR ELECTRONIC COMMUNICATION calls to a person's residence or place of employment, trailing a person in his or her course of daily activities in such a way that the action inhibits the person from performing his or her duties, and making gestures which may be construed by the individual to be suggestive, abusive, or threatening. STALKING INCLUDES, BUT IS NOT LIMITED TO, UNWANTED PURSUIT OR FOLLOWING AND/OR ENGAGING IN A COURSE OF CONDUCT DIRECTED AT A SPECIFIC PERSON THAT CAUSES THE TARGETED PERSON EMOTIONAL DISTRESS.

4.c. Offenses Against Property

5. INTENTIONAL SETTING OF FIRE TO UNIVERSITY PROPERTY, THE PROPERTY OF A MEMBER(S) OF THE UNIVERSITY COMMUNITY, AND/OR PROPERTY OF A MEMBER(S) OF THE GREATER BOWLING GREEN COMMUNITY.

b. Informal Disposition

2. If a student(s) or student organization officer(s) fail to appear for an appointment, a decision will be made without the student(s) or student organization officer(s) present.

### Proposed Revisions to Administrative and Classified Staff Vacation and Personal Leave Policies

Mr. Bibb stated that a revision to the vacation policies for administrative and classified staff was being proposed that would allow new employees to qualify for vacation during their first year of service. He added that the Personal Leave Policy was being revised to bring it into compliance with current state statute.

No. 25-2001 Mr. Bibb moved and Mr. Marsh seconded that approval be given to proposed revisions to the Administrative and Classified Staff Vacation and Personal Leave Policies, as outlined below. The motion was approved with no negative votes.
Administrative Staff

VACATION POLICY

All full-time, 10-MONTH AND 12-month, administrative staff members earn vacation time at the rate of 22 days for each year of service. All full-time and ten month administrative staff members, except those excluded below, earn vacation time at the rate of 1.83 days (14 hours and 40 minutes) per month WORKED. ALL FULL-TIME, 9-MONTH ADMINISTRATIVE STAFF MEMBERS WHO ARE REQUIRED TO WORK DURING ACADEMIC RECESSES AND/OR ACADEMIC BREAKS, EARN VACATION AT THE RATE OF 1.83 DAYS PER MONTH WORKED.

ALL PART-TIME 10-MONTH AND 12-MONTH ADMINISTRATIVE STAFF MEMBERS EARN A PRO-RATED AMOUNT BASED ON THE NUMBER OF HOURS WORKED EACH MONTH. ALL PART-TIME, 9-MONTH ADMINISTRATIVE STAFF MEMBERS DO NOT EARN VACATION.

During the first year of employment, vacation accrual may not be used until the first year's employment is completed. If employment begins on July 1, 1992 a 12-month full-time administrative staff member would be eligible to use accrued vacation starting July 1, 1993. Nine/tenth month full-time administrative staff members must complete one year of service before vacation may be used.

Vacation is earned while a staff member is in an active-pay-status with Bowling Green State University. It is not earned while on an unpaid leave of absence, while under suspension or while employed elsewhere. DURING THE FIRST YEAR OF EMPLOYMENT, VACATION MAY BE UTILIZED AS IT IS ACCRUED.

An annual vacation is important to the well being of the staff member. Each staff member is encouraged to use all earned vacation annually and area supervisors are expected to accommodate such requests for vacation provided they are requested in advance and the needs of the area are not impaired. It is expected, however, that no single vacation leave taken will exceed 22 consecutive working days unless approved in advance by the contracting officer. A full-time 12-month staff member's vacation balance cannot exceed 44 days (352 hours) at the end of each fiscal year (June 30 of each year). For full-time 10-month employees the balance cannot exceed 36.6 days (293 hours, 20 minutes); for full-time 9-month employees the balance cannot exceed 33 days (264 hours). IF VACATION IS NOT USED THE EMPLOYEE WILL LOSE ALL HOURS ABOVE THE MAXIMUM ACCRUAL.

For the convenience of scheduling vacations at the most appropriate time, area supervisors with the approval of the President, dean, or a vice president, may authorize vacation leave in advance of accumulated leave, provided that should the staff member terminate employment, the termination check shall be reduced by the amount of used by BUT unearned vacation.

Vacation pay is not granted in lieu of vacation except at termination of employment and such terminal compensation will be paid in a lump sum. AT THE TIME OF SEPARATION FROM EMPLOYMENT WITH THE UNIVERSITY, ADMINISTRATIVE STAFF WHO HAVE COMPLETED ONE FULL YEAR OF SERVICE WITH THE UNIVERSITY ARE ELIGIBLE FOR PAYMENT OF UNUSED VACATION CREDIT NOT TO EXCEED ALLOWED MAXIMUM ACCRUALS. The maximum amount of terminal compensation will be 362 hours (44 days). In case of death, unused vacation will be paid in accordance with Section 2113.04 of the Ohio Revised Code.

This policy excludes Student Health Services medical doctors, residence hall directors and managers complex coordinators and employees whose contract period is less than 12 months but who have time off with pay during academic recess between semesters, during breaks, holidays, or summer. Administrative staff members who are contracted for 12-months but who work only part of each week earn vacation on a prorated basis. For example, an employee contracted to work 50 percent for 12 months and works part of each week, earns vacation at one half the normal rate (11 days each year or 7 hours 20 minutes per month). Part-time 12-month administrative staff members who have completed the equivalent of one full year of service at Bowling Green State University are eligible to utilize earned vacation. At the time of separation from employment with the University, part-time administrative staff are eligible for payment of unused vacation credit not to exceed two years maximum accrual.

THE President or vice presidents shall be responsible for implementing this policy, for authorizing modifications for unusual circumstances, and for establishing procedures for the maintenance of current vacation leave records.
Administrative Staff
VACATION POLICY

All full-time, 10-MONTH AND 12-month, administrative staff members earn vacation time at the rate of 22 days for each year of service. All full-time nine-ten month administrative staff members, except those excluded below, earn vacation time at the rate of 1.83 days (14 hours and 40 minutes) per month WORKED. ALL FULL-TIME, 9-MONTH ADMINISTRATIVE STAFF MEMBERS WHO ARE REQUIRED TO WORK DURING ACADEMIC RECESSES AND/OR ACADEMIC BREAKS, EARN VACATION AT THE RATE OF 1.83 DAYS PER MONTH WORKED.

ALL PART-TIME 10-MONTH AND 12-MONTH ADMINISTRATIVE STAFF MEMBERS EARN A PRO-RATED AMOUNT BASED ON THE NUMBER OF HOURS WORKED EACH MONTH. ALL PART-TIME, 9-MONTH ADMINISTRATIVE STAFF MEMBERS DO NOT EARN VACATION.

During the first year of employment, vacation accruals may not be used until the first year’s employment is completed. If employment begins on July 1, 1992 a 12-month full-time administrative staff member would be eligible to use accrued vacation starting July 1, 1993. Nine-ten month full-time administrative staff members must complete one year of service before vacation may be used.

Vacation is earned while a staff member is in an active-pay-status with Bowling Green State University. It is not earned while on an unpaid leave of absence, while under suspension or while employed elsewhere. DURING THE FIRST YEAR OF EMPLOYMENT, VACATION MAY BE UTILIZED AS IT IS ACCRUED.

An annual vacation is important to the well being of the staff member. Each staff member is encouraged to use all earned vacation annually and area supervisors are expected to accommodate such requests for vacation provided they are requested in advance and the needs of the area are not impaired. It is expected, however, that no single vacation leave taken will exceed 22 consecutive working days unless approved in advance by the contracting officer. A full-time 12-month staff member's vacation balance cannot exceed 44 days (352 hours) at the end of each fiscal year (June 30 of each year). For full-time 10-month employees the balance cannot exceed 36.6 days (293 hours, 20 minutes); for full-time 9-month employees the balance cannot exceed 33 days (264 hours). IF VACATION IS NOT USED THE EMPLOYEE WILL LOSE ALL HOURS ABOVE THE MAXIMUM ACCRUAL.

For the convenience of scheduling vacations at the most appropriate time, area supervisors with the approval of the President, dean, or a vice president, may authorize vacation leave in advance of accumulated leave, provided that should the staff member terminate employment, the termination check shall be reduced by the amount of used by BUT unequipped vacation.

Vacation pay is not granted in lieu of vacation except at termination of employment and such terminal compensation will be paid in a lump sum. AT THE TIME OF SEPARATION FROM EMPLOYMENT WITH THE UNIVERSITY, ADMINISTRATIVE STAFF WHO HAVE COMPLETED ONE FULL YEAR OF SERVICE WITH THE UNIVERSITY ARE ELIGIBLE FOR PAYMENT OF UNUSED VACATION CREDIT NOT TO EXCEED ALLOWED MAXIMUM ACCRUALS. The maximum amount of terminal compensation will be 352 hours (44 days). In case of death, unused vacation will be paid in accordance with Section 2113.04 of the Ohio Revised Code.

This policy excludes Student Health Services medical doctors, residence hall directors and managers, complex coordinators, and employees whose contract period is less than 12 months but who have time off with pay during academic recess between semesters, during breaks, holidays, or summer. Administrative staff members who are contracted for 12 months but who work only part of each week earn vacation on a prorated basis. For example, an employee contracted to work 50 percent for 12 months and works part of each week, earns vacation at one half the normal rate (11.5 days each year or 7 hours 20 minutes per month). Part-time 12-month administrative staff members who have completed the equivalent of one full-year of service at Bowling Green State University are eligible to utilize earned vacation. At the time of separation from employment with the University, part-time administrative staff are eligible for payment of unused vacation credit not to exceed two years maximum accrual.

THE President or vice presidents shall be responsible for implementing this policy, for authorizing modifications for unusual circumstances, and for establishing procedures for the maintenance of current vacation leave records.
A report should be completed by the administrative staff member for every use of vacation using the leave reporting form. It should be forwarded to the immediate supervisor for approval and forwarded to the Payroll Department by the 5th of the month following usage.

Accrued but unused vacation leave balances are reflected on the monthly paycheck stub.

Questions about the vacation policy and procedures should be addressed to the Office of Personnel Services HUMAN RESOURCES.

Classified Staff
VACATION POLICY

A. Full-time Classified Staff

Bowling Green State University regards vacation as a period of rest and relaxation earned by past service. The University's vacation policy is determined by state civil service procedures.

All permanent, full-time, classified staff members earn annual vacation leave. You must have completed one year of state civil service, however, before being entitled to take your vacation. UPON COMPLETION OF THE STAFF MEMBER'S INITIAL PROBATIONARY PERIOD, VACATION MAY BE UTILIZED AS IT IS ACCRUED.

If you have worked for any governmental body in the State of Ohio in a non-student capacity; the amount of prior Ohio public service may be credited to you in determining eligibility to use vacation and your accrual rate. If you are a full-time classified staff member, you earn vacation according to years of service with the State on the following schedule effective July 1, 1996.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Annual Vacation</th>
<th>Accrual Rate Per Pay Period</th>
<th>Maximum Accrual to 12-31-98</th>
<th>Maximum Accrual Effective 1-1-99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1 year</td>
<td>None AS ACCRUED</td>
<td>None 3 hours, 6 minutes</td>
<td>None</td>
<td>None NOT APPLICABLE</td>
</tr>
<tr>
<td>1 through 5 years</td>
<td>80 hours</td>
<td>3 hours, 6 minutes</td>
<td>240 hours</td>
<td>160 hours</td>
</tr>
<tr>
<td>6 through 10 years</td>
<td>120 hours</td>
<td>4 hours, 36 minutes</td>
<td>360 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>11 through 15 years</td>
<td>160 hours</td>
<td>6 hours, 12 minutes</td>
<td>480 hours</td>
<td>320 hours</td>
</tr>
<tr>
<td>16 years and over</td>
<td>200 hours</td>
<td>7 hours, 42 minutes</td>
<td>600 hours</td>
<td>480 hours</td>
</tr>
</tbody>
</table>

Vacation is earned each bi-weekly pay period at the rate shown above for each period of paid service. Vacation leave can be accumulated up to the maximum number of hours as shown in the maximum accrual column above. Your bi-weekly paycheck stub shows the vacation accrual balance you have. If you do not use your vacation you will lose all hours beyond the maximum accrual. It is your responsibility to monitor your accrued vacation time. Vacation is not earned on overtime.

For purposes of determining whether a classified staff member has 1, 6, 11, or 16 years of service, active employment with any agency or subdivision of Ohio shall be counted. Time spent in military service or time spent on authorized leave-of-absence (12 months or less, followed by reinstatement) is counted. Time spent in the Ohio National Guard prior to becoming a public employee is also counted. However, no vacation is earned during the leave-of-absence or military leave period. Your up-to-date accumulated vacation will be reported on the stub of your paycheck.

If a holiday falls during your vacation period, the holiday does not count as a day of vacation. If you terminate your employment after more than a year of State service, you are entitled to payment for unused vacation. If you terminate your employment with less than one year of BGSU service, you are not entitled to payment for unused vacation. AT THE TIME OF SEPARATION OR RETIREMENT, ALL PERMANENT FULL-TIME CLASSIFIED STAFF WHO HAVE COMPLETED AT LEAST 2,081 HOURS OF SERVICE TO THE UNIVERSITY ARE ELIGIBLE TO RECEIVE PAYMENT FOR ACCRUED BUT UNUSED VACATION TIME.

Your supervisor is responsible for scheduling and approving vacations in your department. Vacations are taken at such time as your supervisor approves. Vacation approval is not dependent on the employee's reason for such requests. You should arrange your vacation dates with your supervisor as far in advance as possible.
B. 12-Month Permanent Part-time Classified Staff

Permanent part-time classified staff employed on a continuous (12-month) basis only earn vacation UPON COMPLETION OF THEIR INITIAL PROBATIONARY PERIOD on a prorated basis depending on the amount of hours worked per pay period. Vacation is earned according to the number of hours worked as shown on the following schedule effective July 1, 1996:

<table>
<thead>
<tr>
<th>Total Hours Worked</th>
<th>Hours Accrued for 80 Hours</th>
<th>Hours Accrued for 2080 Hours Worked</th>
<th>Maximum Accrual to 12-31-98</th>
<th>Maximum Accrual 1-99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2,080</td>
<td>None 3 HOURS, 6 MINUTES</td>
<td>None 80 HOURS</td>
<td>None</td>
<td>None NOT APPLICABLE</td>
</tr>
<tr>
<td>2,080 to 10,400</td>
<td>3 hours, 6 minutes</td>
<td>80 hours</td>
<td>240 hours</td>
<td>160 hours</td>
</tr>
<tr>
<td>10,401 to 20,800</td>
<td>4 hours, 36 minutes</td>
<td>120 hours</td>
<td>360 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>20,802 to 31,200</td>
<td>6 hours, 12 minutes</td>
<td>160 hours</td>
<td>480 hours</td>
<td>320 hours</td>
</tr>
<tr>
<td>31,201 and over</td>
<td>7 hours, 42 minutes</td>
<td>200 hours</td>
<td>600 hours</td>
<td>480 hours</td>
</tr>
</tbody>
</table>

Vacation time may be used only in lieu of scheduled work time. Permanent part-time classified staff positions may not be replaced while an individual is on vacation. The scheduling of vacation time requires the approval of the staff member’s immediate supervisor and can only be taken after completion of the initial 2,080 hours of University employment. MAY BE UTILIZED AS ACCRUED, AFTER COMPLETION OF THE INITIAL PROBATIONARY PERIOD.

Vacation leave can be accumulated up to the maximum number of hours as shown in the maximum accrual column above. If you do not use your vacation, you will lose all hours beyond the maximum accrual.

At the time of separation or retirement, 12-month permanent part-time classified staff WHO HAVE COMPLETED AT LEAST 2, 081 HOURS OF SERVICE TO THE UNIVERSITY are eligible to receive payment for accrued but unused vacation time.

When the employment status of a member of the classified staff is changed from 12-month permanent part-time to full-time, the individual is permitted to transfer accrued but unused vacation time. Use of the transferred vacation time during the first year of full-time service is at the discretion of the STAFF MEMBER'S immediate supervisor.

Administrative Staff and Classified Staff

PERSONAL LEAVE POLICY

Full-time and part-time administrative staff and classified staff are eligible to convert up to twenty-four hours of sick leave for personal leave PER CALENDAR YEAR on a prorated basis as follows:

<table>
<thead>
<tr>
<th>Accrued Sick Leave Hours</th>
<th>Eligible Personal Leave Conversion Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 80.0 Hours</td>
<td>0 Hours</td>
</tr>
<tr>
<td>80.01 – 300.0 Hours</td>
<td>8 Hours</td>
</tr>
<tr>
<td>300.01 – 600.0 Hours</td>
<td>12 Hours</td>
</tr>
<tr>
<td>600.01 – 900.0 Hours</td>
<td>16 Hours</td>
</tr>
<tr>
<td>900.01 – 1200.0 Hours</td>
<td>20 Hours</td>
</tr>
<tr>
<td>1200.0 or more Hours</td>
<td>24 Hours</td>
</tr>
</tbody>
</table>

Eligibility to use personal leave will be done once annually with available computerized sick leave records used to determine accrued balances. For administrative staff and classified staff eligibility of personal leave hours will be determined on sick leave balances as of the first day of the calendar year.

Personal leave may be charged in minimum units of one (1) hour, or THE employee may request the entire scheduled workday as personal leave. Staff may use personal leave only for days and hours for which they normally would have been scheduled to work.

Personal leave may be used for unusual personal or family obligations, mandatory court appearances other than jury duty (criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles), legal or business matters, family emergencies of a nature that require an employee’s immediate attention; medical,
psychological, dental or optical examination of the employee or the employee's immediate family; weddings of members of the immediate family, religious holidays which fall on a normally scheduled workday for an employee, and any other matter of a personal nature.

Personal leave may be used in conjunction with vacation, or for vacation purposes. It may not be used to cover unexcused absences, or to make up time.

Requests for use of personal leave must be made in advance giving notice to the immediate supervisor, unless the leave is for use in an emergency situation. Reasonable notice will be established by the immediate supervisor/department/area head as appropriate. Personal leave will be reported on the time report form for administrative staff and classified staff.

At the end of the calendar year unused personal leave will revert back to the individual sick leave balances. FAILURE TO USE ALL PERSONAL LEAVE BALANCES DURING THE CALENDAR YEAR IN WHICH IT IS RECEIVED WILL RESULT IN FORFEITURE OF THE UNUSED PERSONAL LEAVE. AT THE TIME OF SEPARATION FOR THE UNIVERSITY EMPLOYEES ARE NOT ELIGIBLE FROM PAYMENT OF UNUSED PERSONAL LEAVE BALANCES.

The University Payroll Department will maintain records of accruals, usage, and balances for administrative staff and classified staff.

Personal leave may not be used to extend an employee's active pay status, for the purpose of accruing overtime or compensatory time, employee's date of resignation, or date of retirement.

Proposed Revised Mission Statement for Firelands College

Mr. Bibb reported that Firelands College wishes to expand its mission statement to include the phrase, “To provide in the Firelands community with access to selected BGSU bachelor's degree and masters' degree completion programs at the BGSU Firelands Campus” to more accurately reflect its program offerings.

No. 26-2001 Mr. Bibb moved and Mr. Marsh seconded that approval be given to the revised mission statement for Firelands College, as outlined below. The motion was approved with no negative votes.

BSGU Firelands seeks to offer the citizens of north central Ohio the broad educational resources of a major state university in a smaller, student-centered, teaching-focused, personalized environment. The stated functional mission of Firelands College is three-four-fold: (1) to provide general education and pre-professional curricula designed to facilitate transfer to four year institutions; (2) to grant technical associate degrees which prepare students for work settings; and (3) to offer continuing education opportunities to serve the personal and professional development needs of the region; and (4) to provide place-bound students in the Firelands community with access to selective BGSU bachelor's degree and master's degree completion programs at the BGSU Firelands campus.

Proposed Revisions to the Alternative Retirement Plan

Mr. Bibb informed the trustees that Ohio law provides that public colleges and universities maintain an Alternative Retirement Plan for eligible faculty and unclassified staff members. The University desires to amend the Plan to conform to recent legislative changes.

No. 27-2001 Mr. Bibb moved and Mr. Wilcox seconded that

WHEREAS, Ohio law provides that public colleges and universities maintain an Alternative Retirement Plan (the "Plan") for eligible faculty and unclassified staff members; and

WHEREAS, the Board of Trustees of Bowling Green State University established the Plan on January 25, 1999; and
WHEREAS, the Ohio General Assembly has amended Ohio Revised Code Sections 3305.01, et seq., affecting the Plan; and

WHEREAS, the University desires to amend and restate the Plan to conform to the amendments made to Ohio Revised Code, to qualify the Plan under current federal laws and regulations, including the Uruguay Round Agreements Act of the General Agreement on Tariffs and Trade ("GATT"), the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), the Small Business Job Protection Act of 1996 ("SBJPA"), the Taxpayer Relief Act of 1997 ("TRA '97"), the Internal Revenue Service Restructuring and Reform Act of 1998 ("RRA '98"), and other applicable laws, regulations, and administrative authority, and to submit the Plan to the Internal Revenue Service ("IRS") for approval:

NOW, THEREFORE, BE IT RESOLVED, That, effective as indicated in the Plan, Bowling Green State University Alternative Retirement Plan is amended and restated in substantially the form attached hereto as Exhibit A and incorporated herein by reference; and

BE IT FURTHER RESOLVED, That the Office of Human Resources and the Office of General Counsel be authorized to execute the amended and restated Plan and any other instruments, documents, or conveyances necessary to effectuate the amended and restated Plan and to submit the amended and restated Plan to the IRS for qualification; and

BE IT FURTHER RESOLVED, That the Office of Human Resources and the Office of General Counsel, in carrying out this resolution, are hereby authorized to make any conforming changes to the amended and restated Plan as may be required to ensure compliance with the applicable and effective provisions of the Internal Revenue Code of 1986, the Tax Reform Act of 1986, GATT, USERRA, SBPJA, TRA '97, RRA '98, and any related rules and regulations, and to take such further action as may be necessary or advisable to implement this resolution.

The Board Secretary conducted a roll call vote with the following results: Voting "yes" – Mr. Bibb, Mr. Bryan, Ms. Cook, Mr. Ferkany, Mr. Latta, Mr. Marsh, Ms. Newell, Mr. Stroh and Mr. Wilcox. The motion was approved with nine affirmative votes.

Bowling Green State University's
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

This amendment and restatement shall be effective April 1, 2001 unless otherwise indicated.
§1.4 Employer

The "Employer" shall mean Bowling Green State University. To adopt this Plan, Employer must be: (i) a state university as defined in Section 3345.011 of the Revised Code, (ii) the Medical College of Ohio at Toledo, (iii) the Northeastern University's College of Medicine, (iv) or a university branch, technical college, state community college, community college or a municipal university established or operating under Chapter 3345, 3349, 3354, 3355, 3357, or 3358 of the Revised Code.

§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 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

Not applicable. 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 Plan's vesting schedule shall meet the vesting requirements resulting from the application of IRC Sections 401(a)(4) and 401(a)(7) as in effect on September 1, 1974.

§ 1.14 Forfeiture for Certain Acts

Subject to the provisions of Section 7.10 and notwithstanding the provisions of Section 6.3, a Participant who has less than one (1) year of Total Service for Vesting shall forfeit any amount accrued in his or her Employer Account if he or she 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 or her vested Account in any of the following forms:

(a) an annuity as permitted by the Annuity Contract:

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

(b) a lump-sum distribution,

(c) an installment distribution to the extent permitted under the Annuity Contract (subject to the limitations of Section 7.2).

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 Employes 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 or, if Section 124.11 of the Revised Code does not apply to the Employer, serving in a position comparable to a position in the unclassified civil service, 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 any annuity contract or custodial account that satisfies the provisions of IRC Section 401(f), and that is offered by the Provider.

§ 2.5 Beneficiary

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

§ 2.6 Compensation

"Compensation" shall mean:

(a) If the Participant would be subject to Chapter 145 of the Revised Code had the Participant not made an election pursuant to Section 3305.05 of the Revised Code, all salary, wages, and other earnings paid to the Participant. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation includes the following:

(i) Payments made by the Employer in lieu of salary, wages, or other earnings for sick leave, personal leave, or vacation used by the Participant;

(ii) Payments made by the Employer for the conversion of sick leave, personal leave, and vacation leave accrued, but not used if the payment is made during the year in which the leave is accrued, except that payments made pursuant to Section 124.383 or 124.386 of the Revised Code are not Compensation;

(iii) Allowances paid by the Employer for full maintenance, consisting of housing, laundry, and meals, as certified to the public employees retirement board by the Employer or the head of the department that employs the Participant;

(iv) Fees and commissions paid under Section 507.09 of the Revised Code.

(v) Payments that are made under a disability leave program sponsored by the Employer and for which the Employer is required by Section 145.296 of the Revised Code to make periodic Employer and employee contributions;

(2) Compensation does not include any of the following:

(i) Fees and commissions, other than those paid under Section 507.09 of the Revised Code, paid as sole compensation for personal services and fees and commissions for special services over and above services for which the Participant receives a salary;

(ii) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;
(iii) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, or use of the Employer's property or equipment, or amounts paid by the Employer to the Participant in lieu of providing the incidental benefits;

(iv) Reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(v) Payments for accrued, but unused sick leave, personal leave, or vacation that are made at any time other than in the year in which the sick leave, personal leave, or vacation was accrued;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(vii) Payments made to the Participant while on leave for military duty under Division (B) or (D) of Section 5923.05 of the Revised Code or Section 4 of Substitute Senate Bill No. 3 of the 119th General Assembly; and

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire.

(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, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment, including compensation paid pursuant to a supplemental contract. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to Section 124.39 of the Revised Code or any other similar plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to Section 124.13 of the Revised Code or a similar plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary, compensation, or benefits under Chapter 3307 of the Revised Code are paid;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant, or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made by the Employer in exchange for a Participant's waiver of a right to receive any payment, amount, or benefit described in Division (U)(2) of Section 3307.01 of the Revised Code;

(vii) Payments by the Employer for services not actually rendered;
Any amount paid by the Employer as a retroactive increase in salary, wages, or other earnings that meets the requirements of Section 3307.01(u)(2)(h)(i), (ii), (iii), or (iv), of the Revised Code;

Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17).

Payments made to the Participant while on leave for military duty under Division (B) or (D) of Section 5923.05 of the Revised Code or Section 4 of Substitute Senate Bill No. 3 of the 119th General Assembly; and

Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire.

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, all salary, wages, and other earnings paid to a Participant by reason of employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

Compensation does not include any of the following:

Payments for accrued but unused sick leave or personal leave, including payments made under a Plan established pursuant to Section 124.39 of the Revised Code or any other similar plan established by the Employer;

Payments made for accrued but unused vacation leave, including payments made pursuant to Section 124.13 of the Revised Code or a similar Plan established by the Employer;

Payments made for vacation pay covering concurrent periods for which other salary or compensation is also paid;

Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17).

Payments made to the Participant while on leave for military duty under Division (B) or (D) of Section 5923.05 of the Revised Code or Section 4 of Substitute Senate Bill No. 3 of the 119th General Assembly;

Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire.

Notwithstanding the foregoing, 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 only with respect to Compensation earned on or after the date he becomes a Participant.

For each Plan Year, the annual Compensation of each Participant taken into account for determining all benefits provided under the Plan for that Plan Year shall not exceed $150,000, as adjusted for increases in the cost-of-living in accordance with IRC Section 401(a)(17)(B). 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.

§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, (b) any 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 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, provided however, 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 an alternative 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.

Effective April 1, 2001, "Eligible Employee" shall mean (a) any Academic or Administrative Employee whose employment as an Academic or Administrative Employee commences or recommences (after such Employee has had a One Year Break in Service with respect to such Employee's most recent previous employment with the Employer) on or after the initial date on which this Plan is adopted, (b) any 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 Employee who has less than five years total service credit in the State Teachers Retirement System on the 30th day of June preceding the initial date on which the Plan is adopted. Notwithstanding the foregoing, "Eligible Employee" automatically shall include (1) any employee who participated in an alternative retirement plan under Chapter 3305 of the Revised Code in the employee's last employment position with the Employer (and who has not incurred a One Year Break in Service) and who transfers, or is transferred, to an employment position with the Employer for which an alternative retirement plan pursuant to Chapter 3305 of the Revised Code is not available from that Employer or (2) any employee whose employment with the Employer terminates while the employee is participating in an alternative retirement plan under Chapter 3305 of the Revised Code and the employee recommences employment with the Employer before the employee has had a One Year Break in Service regardless of the employee's employment position with the Employer upon the employee's return or (3) any Academic or Administrative Employee whose previous employment with the Employer terminated before the employee had completed one hundred twenty (120) days of service with the Employer and such Employee had not, or had not been deemed to have, elected to participate in the Public Employees Retirement System, School Employees Retirement System or State Teachers Retirement System (collectively, "State Retirement System") as applicable, within such Employee's previous employment with the 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 Forfeiture

"Forfeiture" refers to the amount of the non-vested portion of a Participant’s Employer Account following a Participant’s termination of employment with the Employer.

§ 2.11 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.

§ 2.12 IRC

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

§ 2.13 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 subject to the annuity options available under the Annuity Contract.

§ 2.14 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 the Participant to be on a "Leave of Absence" instead of having terminated his or her 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 of continuous employment with the Employer.

§ 2.15 Limitation Year

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

§ 2.16 Nonelective Contributions

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

§ 2.17 Normal Retirement Age

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

§ 2.18 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.
§ 2.19 Participant

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

§ 2.20 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.

§ 2.21 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 ending 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.

§ 2.22 Plan

"Plan" refers to this Plan; and for purposes of the IRC this Plan shall be considered and administered as a "profit-sharing plan".

§ 2.23 Pre-Retirement Survivor Annuity

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

§ 2.24 Retirement

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

§ 2.25 Revised Code

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

§ 2.26 Rollover Contribution

"Rollover Contribution" means:

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

(b) lump sum distributions received by a Participant from another qualified plan which are eligible for tax-free rollover treatment and which are transferred by the Participant to this Plan within sixty (60) days following his or her 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
§ 2.27 Termination Date

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

§ 2.28 Total Service for Vesting

"Total Service for Vesting" shall mean the sum of each separate Year of Service for Vesting credited to the Participant. In the case of a Participant who has a 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.

§ 2.29 Voluntary Contribution

"Voluntary Contribution" 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 date the Board of Trustees of the Employer establishes the Plan (the "Establishment Date") shall have a period of 120 days from such date 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 Establishment Date. An Eligible Employee whose employment commences after the Establishment Date (or an existing employee who becomes an Eligible Employee after the Establishment Date) shall have a period of 90 days (120 days, effective April 1, 2001) 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 and shall be irrevocable at the end of the 90-day period for Eligible Employees commencing employment prior to April 1, 2001 and shall be irrevocable when made for Eligible Employees commencing employment on or after April 1, 2001. Participants shall remain in the Plan as long as they are Eligible Employees. Effective April 1, 2001, Participants shall remain in the Plan as long as they are employees. Eligible Employees failing to elect participation in the Plan may not subsequently elect participation unless they have had a One Year Break in Service and are reemployed as Eligible Employees. For existing employees who became Eligible Employees due to a change in position, references in this section to employment commencement date and to the date upon which the employee is first credited with an Hour of Service shall mean the date upon which the employee became an Eligible Employee.

§ 3.2 Reclassification of Eligible Employee

If a Participant is reclassified into a position in which the Participant is no longer an Academic Employee or an Administrative Employee, such Participant's participation in the Plan shall terminate. Such termination shall be effective upon the date of reclassification. Effective April 1, 2001, a Participant will continue to participate in the Plan as long as the Participant remains an employee of the Employer.

§ 3.3 Resumption of Participation

In the event a Participant is re-employed prior to incurring a One-Year Break in Service or an employee whose participation was previously terminated pursuant to Section 3.2 is reclassified as an Academic or Administrative Employee 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.
§ 3.4 Eligibility Determinations and Employer Powers

The Employer shall have full power (a) to interpret and construe this Plan in a manner consistent with its terms and provisions and with IRC Section 401 and the other applicable qualified plan provisions of the IRC, and to establish rules and procedures conforming to those provisions; (b) to determine all questions of eligibility and of the status and rights of Participants; (c) to determine the amounts to be contributed to each Participant's Account; and (d) to employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants as it may deem necessary. In all such cases the Employer’s determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of this Plan, and the Employer shall have the right to resolve all such questions. Notwithstanding the above, the Employer’s power and responsibility under this Plan shall not extend to, nor have any control over, those responsibilities and duties of the Provider.

ARTICLE IV

CONTRIBUTIONS

§ 4.1 Nonelective Contributions

An Eligible Employee who becomes a Participant 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 Employer may choose to apply for approval from the National Office of the Internal Revenue Service concerning the applicability of 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 IRC 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 ceases to be a Participant pursuant to Section 3.2.

§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. Effective April 1, 2001, voluntary non-deductible employee contributions shall no longer be permitted. Voluntary non-deductible employee contributions made prior to April 1, 2001 shall be held and administered in accordance with the terms of the Plan.
§4.4 Corrective Distributions

If 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 from such other facts and circumstances that are permitted under any regulation or other ruling of the U.S. Department of the Treasury, then the Account 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 plan 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 transferring Participant, 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's 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 IRC. 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 terms 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 Contracts. If any provision of an Annuity Contract conflicts with the Plan, the terms of the Plan shall control.

§ 5.2 Intra-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. Effective April 1, 2001, if a Participant makes an election to change to a new Provider, all of the Participant’s Account must be transferred to the New Provider as soon as administratively
feasible, but in no event more than 60 days after the transferring Provider receives notice of the transfer. Transfers between Providers are subject to each Provider's rules for such transfers and shall be permitted only once per year, and must be elected by the Participant during the Employee's first payroll period 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, and such reduction shall be contributed, if possible, in a future 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 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 will be held unallocated in a suspense account. The suspense account 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. Notwithstanding the above, this subsection shall not apply to Plan Years beginning on or after January 1, 2000.

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

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

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

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

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

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

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

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

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

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

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

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

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

(vi) "Maximum Permissible Amount." Maximum permissible amount means the lesser of (a) 25% of the Participant's Compensation paid during the Limitation Year, or (b) $30,000 (or if greater, the dollar limitation in effect under IRC Section 415(c)(1)(A) for the calendar year in which the Limitation Year began.)

§ 5.4 Designation of Beneficiary

Each Participant may, pursuant to the forms provided by the 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 the 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 order provided in the Annuity Contract.

Spousal rights to benefits 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) The Provider may adopt a loan policy, provided that it shall not conflict with the Plan and that it shall comply with the requirements of IRC Section 72(p).

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

(c) If the spousal consent option in Section 1.12 applies, 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 may 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

Participant Accounts and Rollover Accounts 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's attaining Normal Retirement Age, 100% of the Participant's Employer Account shall vest in the Participant (or in his or her 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 or her 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 by the Provider in the form of a lump sum. Notwithstanding the preceding, if a Participant terminates service, the entire amount of such vested Account shall be either distributed to the Participant by the Provider or rolled over by the Participant within the time specified in Section 7.2. The Provider shall be responsible for distributing a Participant's Account and for making such distributions pursuant to the provisions of the Plan.

(b) If the spousal consent option in Section 1.12 applies, 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 by the Provider 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. 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. Effective April 1, 2001 distributions may commence as soon as administratively feasible following a Participant's Termination Date or Disability.

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

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

(i) Individual Account.

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

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

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

(ii) If the Participant's benefit 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 by the Provider from the Plan at least as rapidly as under the method of distribution previously established for him, if such method was irrevocable at the time of his death.

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

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

(f) For purposes of this Section 7.2, any amount paid to a minor child of a Participant will be treated as if it had been paid to the surviving spouse 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 with the Participant's Spouse 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 Provider cannot locate the Participant or Beneficiary to whom the vested Account is to be distributed, and reasonable efforts have been made to find such person, including the sending of notification by certified or registered mail to his or her last known address, the Participant’s vested Account may be forfeited, subject to state law, 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 Revised Code Section 3105.80) 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) (and, effective January 1, 2002, Revised Code Sections 3105.65 and 3105.171) 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 or her separate Account or his or her 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; and 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 and, for distributions on and after January 1, 2002, shall comply with the provisions of Revised Code Section 3305.21.

§ 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 or her 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 or she 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.
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.

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.

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);

(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)); or


§ 7.10 Withholding Orders

(a) Withholding Orders Upon Theft in Office or Sex Offenses

In accordance with Section 3305.09 of the Revised Code, any payment that is to be made to the Participant or his or her 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. Payments made on or after April 1, 2001 shall also be subject to Section 2907.15 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 or her 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 or her 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. Payments made on and after April 1, 2001 shall, to the extent required by law, also be subject to Sections 3111.23 and 3115.32 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, the 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 IRC Section 414(u).

§ 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 IRC, 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.

Mr. Bibb noted that the Committee heard a report on safety and wellness on campus. Police Chief James Wiegand, Associate Vice President Bryan Benner, Nurse Practitioner Barbara Hoffman, and Vice President Ed Whipple led the discussion. The Committee felt that the University is in very good shape regarding the wellness of its students, and safety issues on campus. Provost Folkins reviewed the revised high school articulation policy and provided an update on enrollment.

FINANCIAL AFFAIRS AND FACILITIES COMMITTEE

Proposed Surcharges for Partners in Context and Community and Integrating Moral Principles and Critical Thinking Residential Communities, Effective Fall Semester 2001

No. 28-2001

Mr. Ferkany moved and Mr. Marsh seconded that approval be given to a surcharge of $50 per semester for the Partners in Context and Community Residential Community and a surcharge of $200 per semester for the Integrating Moral Principles and Critical Thinking Residential Community, effective fall semester 2001.

The Board Secretary conducted a roll call vote with the following results: Voting “yes” – Mr. Bibb, Mr. Bryan, Ms. Cook, Mr. Ferkany, Mr. Latta, Mr. Marsh, Ms. Newell, Mr. Stroh and Mr. Wilcox. The motion was approved with nine affirmative votes.

Proposed Installation of Lighting at Perry Stadium Perimeter Area

Mr. Ferkany explained that the proposed lighting project for Perry Stadium and its perimeter area will be funded from a debt service account on the bonds issued for the Stadium, the Ice Arena, the Student Services Center, and the Student Health Center. No additional student fees will be necessary.

No. 29-2001

Mr. Ferkany moved and Mr. Marsh seconded that approval be given to the President, or his designee, to proceed with installation of lighting at Perry Stadium and the perimeter area, as described below, at an estimated cost of $1,096,310.

The Board Secretary conducted a roll call vote with the following results: Voting “yes” – Mr. Bibb, Mr. Bryan, Ms. Cook, Mr. Ferkany, Mr. Latta, Mr. Marsh, Ms. Newell, Mr. Stroh and Mr. Wilcox. The motion was approved with nine affirmative votes.
Dr. Ribeau pointed out to Undergraduate Student Government President Marcos Popovich that this project includes the next phase of lighting for parking lots, as agreed upon last semester.

Mr. Bryan mentioned that the Academic and Student Affairs Committee learned in their meeting that the highest crime category last year was thefts, many of which were in Lot 6, which is receiving lights.

### Proposed Easement of Property at Levis Park to Toledo Edison

No. 30-2001 Mr. Ferkany moved and Mr. Marsh seconded that approval be given to the proposed easement of property to Toledo Edison for purposes of completing an electrical loop to provide an alternate electrical source for our Library Warehouse Facility at Levis Park in Perrysburg, Ohio.

The Board Secretary conducted a roll call vote with the following results: Voting “yes” – Mr. Bibb, Mr. Bryan, Ms. Cook, Mr. Ferkany, Mr. Latta, Mr. Marsh, Ms. Newell, Mr. Stroh and Mr. Wilcox. The motion was approved with nine affirmative votes.

### Proposed Ratification of Emergency Funding for Auxiliary Improvement Project

No. 31-2001 Mr. Ferkany moved and Mr. Marsh seconded that the Board of Trustees has reviewed and ratified the expenditure of $33,000 in emergency funding needed to purchase a new photocopier for Student Health Services.

The Board Secretary conducted a roll call vote with the following results: Voting “yes” – Mr. Bibb, Mr. Bryan, Ms. Cook, Mr. Ferkany, Mr. Latta, Mr. Marsh, Ms. Newell, Mr. Stroh and Mr. Wilcox. The motion was approved with nine affirmative votes.

---

### Stadium Lighting Project

<table>
<thead>
<tr>
<th>Project Budget</th>
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<tr>
<td><strong>Construction Costs:</strong></td>
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<tr>
<td>Pre-Purchase Field Poles &amp; Lights</td>
</tr>
<tr>
<td>Base Construction Costs, Including:</td>
</tr>
<tr>
<td>- Power distribution: 2 transformers with switchgear, service feeders, panels, photocells.</td>
</tr>
<tr>
<td>- Grounding and feeder lines.</td>
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<tr>
<td>- Field light pole installation.</td>
</tr>
<tr>
<td>- Concourse lighting.</td>
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<tr>
<td>- Lighting controls.</td>
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<td>Site Lighting Areas</td>
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<tr>
<td>- North Parking Lot; East Parking Lot; East Walk; East SE Walk; South Walk; Ring Road.</td>
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<tr>
<td>- South SE Walk Lighting.</td>
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<td>- Tent City Power Source.</td>
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<td>- Walk Along Ice Arena-2 Sides.</td>
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<td>Total Construction Costs</td>
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<tr>
<td>A/E Costs</td>
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<tr>
<td>Contingency</td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
</tr>
</tbody>
</table>
Proposed Increase in the University's Capitalization Limit

No. 32-2001

Mr. Ferkany moved and Mr. Marsh seconded that approval be given to increasing the level at which acquisitions by the University are capitalized from $1500 to $3500.

The Board Secretary conducted a roll call vote with the following results: Voting "yes" – Mr. Bibb, Mr. Bryan, Ms. Cook, Mr. Ferkany, Mr. Latta, Mr. Marsh, Ms. Newell, Mr. Stroh and Mr. Wilcox. The motion was approved with nine affirmative votes.

Mr. Ferkany informed the Board that the Committee reviewed various discussion items. The first item was the Status of the Capital Improvement Projects. The Student Union is moving along as scheduled, despite a small steel shortage. All other projects seem to be in good order. The second report item was the State Budget Update, upon which he asked for a brief comment from Dr. Ribeau. Dr. Ribeau referred to the President's Perspectives in which he has been trying to update everyone about the fluid nature of the budget discussions taking place in Columbus. The next President's Perspectives will contain significantly more detailed information about the budget, and suggests ways that we can help articulate the needs of higher education to the larger community and throughout the State of Ohio. Any questions should be directed to Larry Weiss, Associate Vice President for University Relations and Governmental Affairs, who has the most recent information strategies that are being employed by the Inter-University Council in support of higher education.

Mr. Ferkany said the Committee discussed the Long-Term Employee Compensation Update for Classified Staff, Administrative Staff, and Faculty and GASB 34 and 35. Trustee Newell commented that the Committee discussion focused on the new accounting standards and implementation of those which need to be in effect June 30, 2001 in order to properly close the books on June 30, 2002. The Finance Staff is well within the required accomplishment of this timetable.

Mr. Ferkany noted that the last item discussed was the Second Quarter Budget Report, which seems to be on target.

OTHER ITEMS


No. 33-2001

Mr. Marsh moved and Mr. Wilcox seconded that grants and/or contracts in the amount of $7,931,443.69 for the months of November and December, 2000 and January and February, 2001 be accepted and expenditures applicable thereto in that amount be authorized. The motion was approved with no negative votes.
<table>
<thead>
<tr>
<th>Section</th>
<th>Project Details</th>
<th>Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. RESEARCH</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>A. State Sponsored (No Activity)</td>
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<td></td>
<td>B. Privately Sponsored</td>
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<td>C. Federally Sponsored (No Activity)</td>
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<td>---TOTAL RESEARCH---</td>
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<td>TOTAL PUBLIC SERVICE</td>
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<td>TOTAL SPECIAL GRANTS AND CONTRACT</td>
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<td>IV. FINANCIAL AID</td>
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<td>FASE G. Roberts USDE</td>
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# Grants and Contracts Awarded

For the Month Ending:

December 31, 2000

## I. Research

### A. State Sponsored

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<tbody>
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<td>C Willis - B Bunner</td>
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### B. Privately Sponsored

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<td>John Templeton Foundation</td>
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TOTAL PRIVATELY SPONSORED

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### C. Federally Sponsored

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TOTAL FEDERALLY SPONSORED

$33,735.00

---TOTAL RESEARCH---

$262,894.42

## II. Instruction

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# BOWLING GREEN STATE UNIVERSITY
## GRANTS AND CONTRACTS AWARDED
### For the Month Ending:
**January 31, 2001**

## I. RESEARCH
### A. State Sponsored

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### B. Privately Sponsored

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**TOTAL PRIVATELY SPONSORED**

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### C. Federally Sponsored

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**TOTAL FEDERALLY SPONSORED**

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---**TOTAL RESEARCH---

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## II. INSTRUCTION

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<td>Continuing Education</td>
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<td>Toledo Chamber of Commerce</td>
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**TOTAL PUBLIC SERVICE**

$485,242.00

**TOTAL SPECIAL GRANTS AND CONTRACTS**

$1,966,537.00

### IV. FINANCIAL AID

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**TOTAL FINANCIAL AID**

$730,606.00

**TOTAL ALL GRANTS AND CONTRACTS**

$2,697,143.00
BOWLING GREEN STATE UNIVERSITY
GRANTS AND CONTRACTS AWARDED
For the Month Ending:
February 28, 2001

I. RESEARCH

A. State Sponsored

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TOTAL PRIVATELY SPONSORED: $106,560.00

C. Federally Sponsored

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TOTAL FEDERALLY SPONSORED: $52,433.00

TOTAL RESEARCH: $161,223.00

II. INSTRUCTION

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III. PUBLIC SERVICE

(No Activity)

TOTAL SPECIAL GRANTS AND CONTRACTS: $187,253.00

IV. FINANCIAL AID

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TOTAL ALL GRANTS AND CONTRACTS: $2,559,128.49
Resolution Honoring Delbert L. Latta

Mr. Marsh remarked that this could be the last meeting for Trustee Delbert Latta, because his term expires on May 16. He shared a story about him. For those who have lived around here, Mr. Latta is a real legend. He served this area for 30 years as a United States Congressman. Mr. Marsh met him in 1981 at a Republican women’s lunch while serving as chair of the local Republican party. The guest speaker was then Governor Rhodes who showed up and walked through the crowd. All the ladies were very polite and he shook their hands. Congressman Latta came late and when he entered the room, everyone in the room stood and gave him a round of applause. For that reason and many others, Mr. Marsh has always had a great deal of respect for him.

No. 34-2001

Mr. Marsh moved and Mr. Ferkany seconded that the Board of Trustees approve the following resolution honoring Delbert L. Latta for his service to the Bowling Green State University Board of Trustees. The motion was approved with no negative votes.

WHEREAS, Delbert L. Latta served as a University Trustee from 1992-2001 and was President of the Board in 1997-1998; and

WHEREAS, during his term, he was an active member and chair of the Student and Academic Affairs Committee, the Financial Affairs/Facilities Committee, and the Audit Committee; and

WHEREAS, his leadership on the Board was instrumental in the establishment of the Board’s Audit Committee and the approval of the Student Union Renovation, Technology Infrastructure, and Cedar Point Center at Firelands College; and

WHEREAS, Mr. Latta established a significant record of achievement during his 36-year tenure with the Ohio Senate and U.S. Congress, and was so recognized for his advocacy of education and support for Bowling Green State University with an honorary degree in public service in 1988; and

WHEREAS, he has touched the lives of many young people by creating the Latta Scholarship Endowment, serving as a guest lecturer in classes on campus, and providing internship opportunities in government for BGSU students; and

WHEREAS, his commitment to the advancement of Bowling Green State University, also, is evident through his spirited involvement in development efforts on behalf of the institution,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees expresses its sincere appreciation to Delbert Latta for his outstanding service to the Board and extends its best wishes for happiness and success in his future endeavors; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the official minutes and that a copy be sent to Mr. Latta.

Chair Stroh recalled some advice he was given when he came on the Board, the year after Mr. Latta’s appointment. Mr. Stroh was told that if he was going to follow the master, he had to be tough. Mr. Stroh spoke of his admiration for Mr. Latta and how much he will be missed. Chair Stroh also recognized retiring Student Trustee Kate Newnam, whose term also expires on May 16, for her service to the Board the past two years. She has been a tireless worker, has a great interest in Bowling Green, and has been instrumental in the success of many university initiatives.
REPORTS – CONSTITUENT REPRESENTATIVES

Firelands College Representative – William Balzer

Dean Balzer reported on behalf of the Firelands College Advisory Board in Mr. DeRose’s absence. He updated the Board on the Cedar Point Center at Firelands College, which is well underway. The design development phase is being completed for the building and documents are being prepared for bidding the project in late spring. He noted that it symbolizes the College’s strong partnership with its community. The community’s financial support for the new building, totaling over $2.6 million dollars, shows the importance placed on community-based higher education and belief in the values and directions of Bowling Green State University.

The Cedar Point Center also symbolizes the growing role of BGSU Firelands in meeting the higher education needs of students of all ages in the community. The new classrooms and meeting spaces are desperately needed to respond to increased enrollment at Firelands. Spring 2001 enrollment was up 19% in headcount from the previous spring semester. Admissions data, to date, suggest a three to five percent increase in fall 2001 enrollments. The new facility will also allow the College to expand the availability of BGSU baccalaureate and graduate courses in completion degrees for the students.

The Cedar Point Center also symbolizes the strength and connection between the two campuses. As mentioned, the new building provides space for main campus courses and completion programs which have been brought to Firelands. The new building will also have interactive distance education classrooms that will allow Firelands students to take courses from main campus faculty and introduce main campus faculty to many talented and motivated students at Firelands.

Finally, the Cedar Point Center symbolizes an exciting and strong future for Firelands. The endorsed strategic plan provides a blueprint for increasing enrollment, improving student success, expanding educational and business partnerships, and strengthening faculty and support staff. Dr. Balzer stated that the faculty and staff of Firelands are truly the best. All are actively involved in recruiting new students to the campus and helping them succeed once they are there. The Firelands community is excited about the possibilities for Firelands and has offered their support to help achieve BGSU’s vision of becoming the premier learning institution in Ohio.

He concluded that this was his last opportunity to address the Board on behalf of Firelands. He stated that it has been an honor to serve as Interim Dean at Firelands, to work with an exceptionally strong and highly committed faculty and staff, to work with a very supportive College Advisory Board and Board of Trustees, and to serve President Ribeau, Provost Folkins, former Provost Linda Dobb, and other leaders at BGSU, who provided a new vision and enthusiasm for public higher education in Ohio. He said the best reward in having served as Interim Dean has been to watch the pride of family and friends at commencement as Firelands graduates reached their goals of higher education.

Classified Staff Representative – Laurel Zawodny

Ms. Zawodny updated the Board on classified staff activities. On March 27, Classified Staff hosted its annual awards ceremony. While just a few years ago, five scholarships were awarded, this year eleven $250 scholarships were presented to employees and their dependents. Through payroll deductions and fundraising efforts, the scholarship endowment is now in excess of $62,000. The team award this year went to the Harshman custodial staff. Eleven team members split the $1,000 prize that was awarded. Cindy Koontz, Administrative Assistant in the Office of the Bursar was the outstanding service award recipient. Cindy was awarded a check for $1,000 and a reserved parking space for a year. As a sign of her continued support of the University, she donated her parking spot to Council to raffle off with proceeds to benefit the scholarship fund. In addition to the awards ceremony, Classified Staff Council continues to work on compensation issues, and, with the help of Human Resources, is completing the performance appraisal training program.

In response to a question about the parking space raffle from Dr. Ribeau, Ms. Zawodny said that last year the award winner donated a parking spot, and over $600 was raised for the scholarship endowment.
Faculty Senate – Leigh Chiarelott

Dr. Chiarelott informed the Board that this was his final presentation as Chair of the Faculty Senate, and he was doing so with mixed emotions. First, he was pleased to be turning the responsibilities of leading the Senate to someone whose judgment and passion for representing the faculty’s needs and interests he trusted completely. He said that Dr. Jim Evans would continue to develop and expand upon the initiatives begun this year as well as create many of his own. He will be supported by his Vice Chair/Chair Elect, Dr. Benjamin N. Muego, and Senate Secretary, Dr. Susan Kleine. He publicly thanked Diane Whitmire and student assistant, Laura Adams, for the wonderful support they have provided in the Senate office, and commended Diane for her exceptional skills and knowledge to keep the office functioning.

Dr. Chiarelott then reviewed Senate accomplishments this year. The issue of making the Academic Charter more user-friendly and developing a Policies and Procedures Handbook was addressed under the leadership of Jim Evans. Some important Charter changes have been made to the FPCC guidelines, and a clearer description of tenure track and non-tenure track faculty was developed; these will be presented at the June 29 Board of Trustees meeting. Charter provisions on excused absences for students were enhanced and the concept of community time endorsed. Informational forums were held on the technology project, pouring rights, course/faculty evaluation websites, and general education. In all, it was a very productive, collaborative, positive year, despite the bleak economic forecast for the near future.

Dr. Chiarelott concluded his remarks with a tinge of sadness. After two terms as vice-chair, two terms as chair, 15 years on the SEC, and seven terms (21 years) on the Senate, he said it’s time to say “good bye.” He will no longer be on the Senate, and feels it’s time for other, younger faculty to take their turn at becoming faculty leaders. He thanked all involved for making his tenure on Faculty Senate a memorable, exciting 21 years.

Undergraduate Student Representative – Marco Popovich

Mr. Popovich echoed Dr. Chiarelott’s comment about this being his final report. He reviewed accomplishments and current initiatives of Undergraduate Student Government. Over the course of the past year, they hosted two organizational roundtables. Over 100 student representatives attended the roundtables representing nearly 60 organizations. An academic advising forum was sponsored to formulate ideas for enhancing academic advising at the University. USG participated in the national “Make a Difference Day” community service day at the University and in the local community. Legislation has been written on academic policy revisions, religious holidays, student organization funding, community time, recycling programs, shuttle routes, published course evaluations, published syllabi, and issues of campus safety concerning sidewalks along Alumni Drive. In addressing the Lot 6 issue, Dr. Ribeau and other administrators have worked with USG to improve that area, since students have been very concerned about break-ins and general safety walking back and forth in the dimly lit areas. Emergency phones also have been added to that area.

Students see their responsibility in addressing state funding issues. Groups of students have visited Columbus and talked to the State Representatives and Senators. Lobbying efforts will continue during the next couple of months through a letter writing campaign to Senators who have a close connection to higher education, as well as e-mail and telephone solicitation. USG is also working with the Ohio Council of Student Governments to improve the funding for next year.

The student body has been able to do a tremendous amount of programming. This past week was Greek Week, Latino Awareness Week, and Dance Marathon. USG received the most spirited organization award at Dance Marathon. Many students have been working with Student Life on the Leadershape program. Kate Newman and Rebecca Nieto have both been working very hard to recruit students to participate in this new leadership program. Mr. Popovich served on the Diversity Task Force this semester and the Collegiate Leadership Development program is underway. USG elections will be held next week. On behalf of he and Becca Nieto, Mr. Popovich expressed their pleasure serving as President and Vice President of USG this past year.

Dr. Ribeau added that both President Marcos Popovich and Vice President Rebecca Nieto are not only graduating but both have been accepted to graduate school.
Graduate Student Representative – Steven Dietrich

Mr. Dietrich began by announcing that he would be preparing an end-of-the-year report for GSS and sending the Board a copy. He then highlighted some of Graduate Student Senate’s activities for the past year. A number of changes were made in GSS this year, from developing a symbol to developing a web page to changing meeting structure. Their meetings include a speaker from a campus department with a topical discussion around an issue related to that speaker, e.g. stipend levels, health insurance, etc. This format has strengthened the link between graduate students and the University.

Another focus for this year was building the graduate community, building upon some of the programs from the previous year. GSS continued Soup and Substance presentations and a Valentine’s Day lunch social, added a Graduate Senate Jamboree semi-formal dinner dance at the end of fall semester, and is expanding the Shanklin Award ceremony to include other graduate student awards. GSS also participated in Dance Marathon, and Mr. Dietrich was interviewed as the oldest dancer there. GSS has improved communication through a new website, which includes many pictures from all of its events, and also created an all graduate student listproc. After its meetings every two weeks, GSS posts announcements and campus events on the listproc. There are between 1500 and 2000 graduate students on the list.

Mr. Dietrich’s final comments centered on the two most pressing issues that graduate students face. The first issue is the 12 credit hour requirement. GSS will be working with the Graduate College to come up with a plan to resolve this issue. This is the one issue that inhibits a graduate student’s success and the building of a graduate community. The other issue is stipend levels. There has been an increase in doctoral stipends, but there is a need for an adjustment of masters level stipends. At its elections on Friday, GSS elected Joe Skariah as next year’s President. He thanked the Board and asked Mr. Skariah to introduce himself.

Mr. Skariah said he was originally from Dallas, Texas, but has spent the past five years in Chicago, four years working on his undergraduate degree at DePaul University, and one year at that University working on Leadership Development programs for undergraduates. He is working on a Master in Public Health degree, and has an assistantship in Greek Affairs, working on their Leadership Development Program and serving as house director for Sigma Chi. He concluded by saying that he looks forward to working with the Board and serving as a steward for graduate students.

Administrative Staff Representative – Mary Beth Zachary

Ms. Zachary directed the Board to a written report she prepared for them which summarizes some of the accomplishments of ASC to date. She, also, brought to their attention the brochure, “Invest in Yourself,” which is a development effort hosted by ASC and funded through Human Resources. Within a day of publication, three of the sessions were filled. Ms. Zachary extended an invitation to any Trustees interested in attending.

Since this was her last Board report, Ms. Zachary acknowledged the assistance and support which have been essential to the smooth functioning of ASC over the year. First, she thanked members of the Constituent Group Caucus for their cooperation. Next, she acknowledged the cooperation and excellent working relationship with the director and staff of Human Resources. Their willingness to listen, to give freely of their time and energy, and their overall attitude of cooperation is essential to almost every aspect of ASC’s work. She thanked Eileen Sullivan, Nancy Footer, and the President’s Compensation Working Group for their time and energy on behalf of Administrative Staff, and thanked Dr. Linda Dobb for her excellent advice, openness, counsel, and support of all faculty and staff at BGSU. Finally, she expressed gratitude to Dr. Ribeau for his leadership, honesty, and respect which have been key to the University’s success, and described him as the critical component to the work of the University.

Ms. Zachary said it has been an honor to represent Administrative Staff to members of this Board, and thanked them for all of their efforts on behalf of BGSU. She noted that Administrative Staff will be ably represented by Dr. John Clark next year and that he will be a most knowledgeable and effective representative for Administrative Staff.

ANNOUNCEMENTS

Chair Stroh announced that spring commencement ceremonies are scheduled for Friday, May 11, and Saturday, May 12, and that the next regular Board meeting is Friday, June 29, 2001.
Mr. Latta then made the following comments about his service on the Board:

My nine years on the Board have gone very rapidly, but there's been a lot of changes on this campus since I came on board nine years ago. I start by citing that the most important change that we have seen is the change that we made as President of this University. I was pleased to serve on the presidential search committee. We interviewed a lot of candidates, we had a lot of bios, but we came down to Dr. Sidney Ribeau and stamped our approval on him for the Board. I think that was the most important change that we made and I made in my nine years on the Board. I just want to say, Dr. Ribeau, it's been great having you, it's been great being with you as a member of the Board of Trustees. You have been a good neighbor. And it's been wonderful serving with all the members of this Board. They all have the interests of Bowling Green State University at heart. And it's been one of my grandest appointments. It's already been pointed out I did serve quite a few years in Congress, but the closeness of the relationship that we have here in this Board has been great and I treasure it. Thank you.

Dr. Ribeau remarked that is the highest compliment he could receive, especially since it was from Mr. Latta who is tough and sets high expectations.

Chair Stroh concluded by, once again, thanking Trustee Newnam for her service to the Board.

ADJOURNMENT

The meeting was adjourned at 3:30 p.m.