

Board of Trustees

Presiding:
Chair
Jonathan T. Pavloff
February 10, 2016

1	Call to Order
2	Report of the Chair
3	Report of the President
4	Report of the Student Trustees
5	Approval of Minutes
6	Report of the Finance & Administration Committee
7	Report of the Academic Issues & Student Success Committee
8	Consent Agenda Vote
9	New Business
10	Next Regular Meeting: April 13, 2016 Student Union, Room 339 Executive Session, 7:30 or 8 a.m.; Board Meeting, 9 a.m.
11	Adjournment

SECRETARY'S ANNOTATION:
This cover page was distributed on Feb. 10 as shown; however, the location highlighted is incorrect. The April Board meeting was held on the University's Wayne College campus.

THE UNIVERSITY OF AKRON
BOARD OF TRUSTEES

Meeting Minutes

Wednesday, December 9, 2015
Student Union, Room 339

Board Members Present:

Jonathan T. Pavloff, Chair	Alfred V. Ciraldo, M.D	Warren L. Woolford
Jennifer E. Blickle Vice Chair	Olivia P. Demas	
Roland H. Bauer, Vice Chair	Ralph J. Palmisano	

Student Trustees Present:

Darnell D. Davis, Jr.
Matthew R. Hull

Advisory Trustees Present:

Sandra Pianalto
Anthony J. Alexander

Staff Officers of the Board Present:

Paul A. Herold, Secretary; Special Assistant to the President

Administrative Officers Present:

Dr. Scott L. Scarborough, President
Dr. Mike Sherman, Senior Vice President and Provost/COO
Lawrence J. Burns, Vice President for Advancement
Nathan J. Mortimer, Vice President, Finance & Administration/Chief Financial Officer

Others Present: (See Appendix A.)

REGULAR BUSINESS MEETING OF THE BOARD OF TRUSTEES

Mr. Pavloff called the meeting to order at 8:02 a.m., and the Board adjourned into executive session on a 7-0 vote for the stated purposes of—considering employment and compensation of public employees pursuant to O.R.C. 121.22(G)(1); meeting with legal counsel concerning litigation involving the University pursuant to O.R.C. 121.22(G)(3); and reviewing for collective bargaining sessions pursuant to O.R.C. 121.22(G)(4). The meeting returned to public session at 11:38 a.m. on a 7-0 vote.

REPORT OF THE CHAIR

Mr. Pavloff acknowledged the very recent, tragic loss of a member of the University community on the previous Monday night. Zakareia Husein, a 21-year-old University of Akron student had been shot and killed during a robbery while working at a pizzeria near Tallmadge Avenue. Mr. Pavloff said that Zak, as he was known on campus, was a first-generation student who had majored in International Business and made the Dean's List more than once. His parents had

immigrated to the United States from Jerusalem to give their children a better life and a better future, and they sent their son Zak to our University. Mr. Pavloff then asked those present to join him in a moment of silent remembrance.

Mr. Pavloff began his report by recognizing and applauding the achievements of the graduates who would receive their degrees at Fall Commencement ceremonies the following week. “Their dedication to success will no doubt add to the ever-increasing contributions of The University of Akron’s graduates,” he said.

Mr. Pavloff said that one of the personnel actions deserved special recognition—Ted Mallo has announced his intent to step down as the University’s general counsel by the end of 2016. Mr. Pavloff said the announcement came after a series of thoughtful discussions over the last several years between Ted, President Scarborough and the Board concerning Ted’s desire to retire from the University. Mr. Pavloff expressed the Board’s gratitude for Ted’s wise counsel and commitment, noting that few institutions have had a general counsel with comparable length of consistency and quality of service as Ted’s over the past four decades. “We look forward to the next year as Ted transitions from his present role and we begin and complete the search for the University’s next general counsel and welcome that person into The University of Akron leadership team,” he said.

Mr. Pavloff recognized the achievements of two of the University’s athletics teams, noting first the football team under Terry Bowden’s leadership for its successful season and selection to participate in the Famous Idaho Potato Bowl on December 22, 2015, which would be the University’s first post-season bowl game in ten years. He said that the team has been on a remarkable journey and wished them success in Idaho. Mr. Pavloff then recognized the men’s soccer team, led by Jared Embick, whose performance during the season earned a top-four seed in the national playoffs. Taking advantage of that seeding, the team won three games in front of the UA home crowd, leading up to a final-four appearance in the College Cup in Kansas City during the coming weekend of December 11-13. Mr. Pavloff expressed the Board’s best wishes to the team. “We’re proud of the way our student-athletes represent The University of Akron on a national stage,” Mr. Pavloff concluded.

REPORT OF THE PRESIDENT (See Appendix C.)

REPORT OF THE STUDENT TRUSTEES

Mr. Hull recognized student-athlete Anita Brown for scoring her 1,000th career point for the Zips women’s basketball team recently. He also pointed out that the triple-double by Megan Barilla was Akron’s first since the inception of the NCAA women’s record book.

Mr. Hull introduced student Jacob Brock (see Appendix D). Mr. Brock offered remarks to the Board regarding his Akron experience. He received a commemorative clock from Trustees.

Mr. Pavloff said that the Board uses a consent agenda for its proceedings and would hear a listing of each agenda item by the various committee chairs and then hold one vote on the items listed on the consent agenda. The Board would vote on any items that were not on the consent agenda right after the matters were discussed. All of the action and informational items in the Board materials were discussed in detail during committee meetings on Monday, November 30.

CONSIDERATION OF MINUTES (“Board of Trustees” Tab) presented by Chair Pavloff

By consensus, the minutes of the October 14 Board meeting and of the special meetings of October 29 and November 23 were placed on the consent agenda as amended.

RESOLUTION 12-1-15 (See Appendix B.)

REPORT OF THE FINANCE & ADMINISTRATION COMMITTEE

Presented by Committee Chair Palmisano

- Personnel Actions recommended by Dr. Scarborough as amended (Tab 1)

RESOLUTION 12-2-15 (See Appendix B.)

- Quarterly Financial Report for July through September 2015 (Tab 2)

OPERATING REVENUES

Net tuition and fees – The tuition and fees recorded to date are net of the scholarship allowance. Enrollment was slightly better than anticipated for the fall semester by approximately 1 percent while summer enrollment significantly lagged budget by -9 percent. By fiscal year end, these revenues will likely fall short of budget by approximately \$8 million due primarily to the elimination of the upper-division program fee. The current-year fiscal impact of Gen Ed Core will be analyzed and reported in a future summary.

State share of instruction (SSI) – The SSI is tracking largely consistent to budget, and an expectation is for that to continue through the fiscal year.

Federal, state and other grants – These revenues represent grant activity and are largely driven on cost reimbursements in that revenues are earned when the grant expenses are incurred. By its nature, this revenue activity varies from period to period.

Auxiliaries / sales and services – The revenues are associated with all Auxiliary Operations, Sales and Service, and Testing operations. Several significant changes to operations have occurred including the servicing and impending contract of dining to Aramark, and the E. J. Thomas Hall and Telecom operations. A more detailed summary of Auxiliary Operations will be forthcoming as the FY16 operational and fiscal changes become fully enacted.

Other revenue – To date, one quarter of the budgeted Quaker Square lease payment and all of the expected Coca Cola commission have been earned. The federal tax credit related to the energy bonds is posted twice a year and will be reflected in the next summary report.

Distributions from UA, UAF & UARF – The vast majority of distributions have occurred so scholarship awards and other expenses may be managed for the entire year, which is consistent with years past.

OPERATING EXPENSES

Administrative – This expense activity reflects expenses of the vice presidential units. The spending is just over 24 percent and is tracking to budget year to date.

Academic – This expense activity reflects expenses of the colleges. The academic expenses traditionally are proportionally larger in the latter portion of the fiscal year so 16 percent of budget is reasonable.

Academic support – This expense activity includes the Library and the Office of Academic Affairs. The spending is just over 25 percent and is tracking to budget year to date.

Central – This expense reflects expenses that are assigned centrally. The largest components include graduate assistant fee remissions (\$23 million) and scholarship expenses (nearly \$27 million). For FY16, a sizable volume of former central expenses was budgeted and then assigned to administrative or academic areas to oversee.

Student services – This expense activity includes Student Success and Enrollment Management functions, and at approximately 25 percent, it is tracking to budget.

New strategic initiatives (NSI) – Approximately \$4.9 million has been identified to fund current NSI candidates while expenses incurred thus far approach \$300,000 for the Center for Data Sciences and Information Technology; Trust Navigator (initial payment for the success coach program); and Corps of Cadets.

Grant expenditures – These expenditures represent direct expenses associated with externally funded activity and are supported from the grant revenue shown in Lines 3-5.

Auxiliaries / sales and services – Refer to Auxiliaries / Sales and Services above.

Depreciation expense – This expense is a reasonable estimate of depreciation based on the University's capital asset balances and depreciation schedules and is tracking to the annualized amount of \$41.2 million.

NON-OPERATING

Capital bill – This revenue activity represents the activity affiliated with state-funded projects and is largely based on the activity and progress made on the various funded projects including the Zook Hall renovation.

Interest expense – This expense is largely recorded in January and June, respective to when the bond payments are made.

UA endowment distribution - The vast majority of distributions have occurred so scholarship awards and other expenses may be managed for the entire year, which is consistent with years past.

RESOLUTION 12-3-15 (See Appendix B.)

- Quarterly Investment Report for July through September 2015 (Tab 3)

OPERATING FUNDS

The Operating Funds posted an overall three-month rate of return (ROR) of -1.36 percent or approximately -\$2.3 million. Investments yielded income (e.g. dividends) resulting in \$0.5 million for the three months ended September 30, 2015.

PFM manages the Short- and Intermediate-Term Fixed Income Investments as well as a Cash & Equivalents portfolio. PFM's ROR, net of fees, aggregated 0.11 percent.

The Long-Term Investments managed by Legacy Asset Management achieved a ROR of -6.9 percent; the investments yielded income (e.g. dividends) resulting in a marginal amount of approximately \$33,000. An unrealized overall loss of \$2.3 million for the total operating funds was primarily attributable to this portion of the operating fund. It should be noted, however, that positive market results since September 30, 2015, have resulted in market value growth of \$2.7 million for this asset pool.

ENDOWMENTS

The Endowments posted a blended ROR of -6.7 percent, or -\$2.3 million at the end of the first quarter, 2015.

The Pooled Endowments managed by Cambridge achieved an overall ROR of -7 percent, or -\$2.1 million, while the blended return of the Separately Invested Endowments posted an overall ROR of -3.6 percent, or -\$0.2 million.

Of Cambridge's pooled portfolio, absolute return manager AQR Managed Futures achieved the highest three-month ROR at 6.5 percent [\$2.6 million balance at September 30, 2015], while RS Global Natural Resources achieved the lowest ROR at -32.2 percent [\$2.4 million balance at the end of the first quarter].

The Separately Invested Endowments were invested in accord with donor stipulations. The lowest ROR for the end of the first quarter was the Oelschlagel Leadership Award portfolio, invested at Key Bank, at -6.5 percent on market value of \$1.8 million. The highest ROR for the 12 months ended September 30 was the Constitutional Law endowment, invested at Key Bank, at 1.2 percent on market value of \$1.1 million.

RESOLUTION 12-4-15 (See Appendix B.)

- Purchases for More Than \$500,000 (Tab 4)
 1. **Annual Maintenance and Support for PeopleSoft:** The Department of Information Technology Services proposed an award to Oracle Corporation for annual support and license fees for PeopleSoft, the enterprise resource planning software, in the amount of \$1,720,091. The period of the maintenance support covered is August 5, 2015 through August 4, 2016. PeopleSoft is used at the University to enable all administration functions such as financials, payroll, human capital management, student registration, student financial aid, admissions, and other critical functions required to run the institution. The licensing fees are required by contractual agreement to use the software, and the support ensures the regulatory functions for tax updates, student loan, year-end payroll and tax processing, and mandated reporting.
 2. **Wired Network Infrastructure:** The Department of Information Technology Services proposed an award in the amount of \$1,316,508 to Dell, Inc. for network

switches for core and border network infrastructure upgrade and replacement. The University conducted an RFP for this equipment, and Dell, Inc. was the lowest and best bidder.

3. **Wireless Network Infrastructure:** The Department of Information Technology Services proposed an award to Laketec Communications, Inc. in the amount of \$1,735,056 for access points, controllers, and software licenses for wireless infrastructure upgrade and replacement. The University conducted an RFP for this equipment, and Laketec Communications, Inc. was the lowest and best bidder.
4. **Advertising:** The Office of Institutional Advancement proposed an award to IMG College, LLC in the amount of \$788,125 to sponsor The University of Akron athletics network for the period July 1, 2015 through June 30, 2018. The University is the flagship sponsor of The University of Akron athletics network. Included in this flagship arrangement are integrated messaging throughout the course of the calendar year and highlights during the football, basketball, and soccer seasons.

The sponsorship includes multiple radio highlights for both men's and women's basketball as well as for football. In addition, the agreement includes permanent signage on key University athletics facilities on both premier exterior and interior locations, which include InfoCision Stadium, the James A. Rhodes Arena, and FirstEnergy Stadium.

The sponsorship also includes print advertising in each football program, the basketball yearbook and soccer roster card, along with in-game promotions and fan premiums and promotions that recognize students and student groups.

5. **Computer X-ray Tomography Scanner:** NCERCAMP faculty and select other campus faculty requested an award to Nikon Corporation in the amount of \$868,000 for the purchase of one X-ray Tomography Scanner. This is an NCERCAMP-funded purchase. The instrument will be primarily used by materials scientists in the corrosion program but also will be used by other faculty in the College of Engineering. The University conducted an RFP for this equipment. Four proposals were received from three vendors in response to the RFP. The scientific capabilities of the Nikon instrument were found to be superior to the other proposals and best meet the needs of the University.
6. **Stop-loss Renewal:** The Office of Talent Development and Human Resources, in consultation with Towers Watson, proposed an award to Highmark Insurance Group (HMIG) in the amount of \$2,390,635 for 2016 stop-loss coverage.

The University directed its employee benefit plan consultant, Towers Watson, to initiate a request for a renewal proposal from HMIG for Plan Year 2016. Specific stop-loss coverage is inclusive of combined medical and prescription drug claim costs. Annual premiums provide specific medical and prescription drug stop-loss coverage of \$300,000 per individual, with an unlimited lifetime maximum per individual.

RESOLUTION 12-5-15 (See Appendix B.)

- Law School Building Renovations (Tab 5)

This project is state and locally funded and consists of the complete renovation of the McDowell Law Center, including reduction in overall area with the consolidation of the Law Library and the demolition of West Hall. Within the footprint of West Hall, a much smaller and more efficient addition will be built to house a new, state-of-the-art ceremonial moot court classroom and two case study classrooms, all-new HVAC and electrical systems, completion of the building sprinkler system, a fully refurbished elevator, new high-performance glazing, and new roofs to support new technology-enhanced classrooms, library, and student space with a thoroughly modern facility.

Low Bidder	Trades	Low Bid
Dore & Associates Contracting, Inc., Bay City, Michigan	Demolition	\$492,200
Lockhart Concrete, Akron, Ohio	Site work	367,000
VendRick Construction, Inc., Brookfield, Ohio	Foundations, structural, general (envelope), general (interior) and general (interior specialties)	7,206,400
S. A. Comunale Company, Inc., Barberton, Ohio	Fire protection	290,464
R. T. Hampton Plumbing & Heating, Inc., Massillon, Ohio	Plumbing	282,617
Synergy, LLC., Akron, Ohio	HVAC	2,400,000
Speelman Electric, Inc., Tallmadge, Ohio	Electrical	2,699,430
	Total	\$13,738,111

RESOLUTION 12-6-15 (See Appendix B.)

- Cumulative Gift and Grant Income Report for July through October 2015 (Tab 6)

The University of Akron recorded total giving of \$18,214,159 for July-October 2015. That total compares to \$21,118,081 for July-October 2014 (a decrease of 14 percent) and a year-to-date average of \$21,803,363 for the previous five years (a decrease of 16 percent). During July-October 2015, 7,379 gifts were received, as compared with 9,070 for the same period in the previous fiscal year (a decrease of 19 percent).

RESOLUTION 12-7-15 (See Appendix B.)

- Purchases of \$25,000 to \$500,000 (Tab 7) FOR INFORMATION ONLY
- Advancement Report (Tab 8) FOR INFORMATION ONLY
- Status Report on Capital Projects (Tab 9) FOR INFORMATION ONLY

REPORT OF THE ACADEMIC ISSUES & STUDENT SUCCESS COMMITTEE

Presented by Committee Chair Woolford

- Tentative Graduation List for Fall 2015 (Tab 1)

The tentative list of candidates eligible to participate in the University's Fall 2015 commencement ceremonies pending completion of all degree requirements included recipients of—52 doctoral, 36 Juris Doctor, 3 Master of Laws, 318 master, 895 baccalaureate and 209 associate degrees.

RESOLUTION 12-8-15 (See Appendix B.)

- Proposed Curricular Changes (Tab 2)

New Bachelor of Science Program:

Bachelor of Science in Emergency Management and Homeland Security from the College of Applied Science and Technology, Department of Public Service Technology, proposal #14-11674

The Emergency Management and Homeland Security degree program is being changed to offer a stand-alone traditional program in addition to the existing step-up option currently available. The stand-alone option will allow more flexibility for students who would like to enroll directly into the Emergency Management and Homeland Security degree path without first enrolling in an associate degree program. Students traditionally "step up" into the current bachelor's program from related associate degrees such as criminal justice or fire protection.

New Undergraduate Certificate:

Certificate in Beginning Medical Spanish from the Buchtel College of Arts and Sciences, Department of Modern Languages, proposal #14-12841

This nine-credit certificate will provide participants with the opportunity to master basic fluency in Spanish within a medical framework and cultural competencies that will facilitate simple relation-building exchanges between health care providers and their Spanish-speaking patients. The three classes that compose the certificate will be provided on site to health care workers.

Change of Master's Degree Names:

Change the Master of Science in Education: Physical Education – Exercise Physiology/Adult Fitness – Thesis, proposal #15-13259, and the Master of Science in Education: Physical Education – Exercise Physiology/Adult Fitness, proposal #15-13260, from M.S.Ed. to M.S.

The School of Sport Science and Wellness Education relocated from the LeBron James Family Foundation College of Education to the College of Health Professions, necessitating the degree name to be changed from an M.S.Ed. to an M.S. degree. No other changes (number of credits, requirements, etc.) are being made to the programs.

Delete Associate of Arts Program:

Restaurant Management, proposal #14-9429

There is a lack of enrollment and degrees awarded from this program offered by the College of Applied Science and Technology, Department of Business Management.

Delete Two Minors of Study:

Speech-Language Pathology and Audiology Clinical Minor, proposal #15-13025

This minor is no longer offered by the College of Health Professions, School of Speech-Language Pathology and Audiology.

Media History, proposal #14-9414

The School of Communication is streamlining its six undergraduate major tracks to better reflect current resources and staffing levels. Changes in the majors require concomitant changes in the minors. Classes critical to this minor are being deleted.

Deactivate and Suspend Enrollment for Minor of Study:

Mass Communication, proposal #14-9411

A significant number of the courses in this minor, offered by the School of Communication, have been deleted as a result of the school's revision of its major programs, and it has not yet determined whether to revise this minor. Enrollment should be suspended as students would be unable to get the classes needed to complete the minor as it currently stands.

Delete Undergraduate Certificate:

CIS - Database Development offered by the College of Applied Science and Technology, Department of Business and Information Technology, proposal #15-14648

Two of the four core courses (2440:121 Intro to Logic/Programming and 2440:180 Database Concepts) have been incorporated into the CIS - Programming certificate. Course 2440:234 Business Programming is being deleted from University offering.

RESOLUTION 12-9-15 (See Appendix B.)

- Amendment of Previous Curricular Change (Tab 3)

The School of Law has proposed that the new Master of Studies in Law, comprised of 26 credit hours as proposed in August 2015, be amended to consist of 30 credit hours in order to meet Ohio Department of Higher Education requirements.

RESOLUTION 12-10-15 (See Appendix B.)

- Department Name Change (Tab 4)

Changing the name of the Department of Public Service Technology to the Department of Disaster Science and Emergency Services was proposed to better reflect its academic mission.

RESOLUTION 12-11-15 (See Appendix B.)

- Research and Sponsored Programs Summary of Activity Report for July 1, 2015-September 30, 2015 (Tab 5)

For July-September 2015, funding for externally funded research and other sponsored programs totaled \$16,064,337 for 199 awards as compared with \$13,138,712 for 178 awards for the same period of the previous year. For July-September 2015, 5 new patents were issued, 20 patent applications were filed, and 18 disclosures were submitted—compared to 4, 27 and 26, respectively, for the same period of the previous year.

RESOLUTION 12-12-15 (See Appendix B.)

- Information Technology Report (Tab 6) INFORMATION ONLY
- Office of Academic Affairs – Student Success Report (Tab 7) INFORMATION ONLY
- Presentation

Matthew Wilson, dean of The University of Akron School of Law, gave a presentation on the school’s strategic plan.

REPORT OF THE AUDIT & COMPLIANCE COMMITTEE

presented by Committee Chair Bauer

Mr. Bauer reported that on November 30 the Audit & Compliance Committee met at length with external auditor Plante Moran, with Nathan Mortimer and with appropriate business officers of the entities that were audited.

- Acceptance of June 30, 2015 External Audit Results (Tab 1)

The University, the University of Akron Foundation and the University of Akron Research Foundation each received an unqualified opinion (often referred to as a “clean” opinion) from the external auditors, Plante Moran.

RESOLUTION 12-13-15 (See Appendix B.)

CONSENT AGENDA VOTE

Mr. Pavloff said that all of the items on the consent agenda had been discussed thoroughly during committee meetings on November 30.

ACTION: Bauer motion, Ciraldo second for approval of Resolutions 12-1-15 through 12-2-15 and 12-4-15 through 12-13-15 passed 7-0. Resolution 12-3-15 passed 6-0-1 with Mrs. Blickle abstaining.

NEW BUSINESS

- Sandra Pianalto Advisory Trustee Appointment

Mr. Bauer read aloud the resolution to appoint Ms. Pianalto to a second, three-year term as an Advisory Trustee for December 2015 through December 2018.

RESOLUTION 12-14-15 (See Appendix B.)

ACTION: Bauer motion, Palmisano second, passed 7-0.

ADJOURNMENT

ACTION: Meeting adjourned at 12:36 p.m.

Jonathan T. Pavloff,
Chair, Board of Trustees

Paul A. Herold
Secretary, Board of Trustees

February 10, 2016

APPENDIX A: OTHERS PRESENT

Rick Armon, Akron Beacon Journal

Jacob Brock, Featured Student

Dana Cole, Associate Professor, Law - Instruction

Kimberly M. Cole, Interim Associate Vice President, Development

M. Celeste Cook, Associate Vice President and Deputy General Counsel

Wayne R. Hill, Associate Vice President and Chief Marketing Officer

Walter Jevack, Video Network Engineer, Instructional Services

Dr. Terry MacTaggart, Association of Governing Boards

Dr. John A. Messina, Associate Vice President Student Affairs; Vice Provost for Student Success

Paula Neugebauer, Coordinator, Office of the Board of Trustees

Margo Ohlson, SEAC

Dr. Rex D. Ramsier, Senior Vice Provost

Kristi A. Reese, Manager, Executive Events

Joseph J. Ryan, Graduate Assistant, Advancement

Brent Schrader, Association of Governing Boards

Michael A. Spayd, CPAC

Lauri S. Thorpe, Associate Vice President for Enrollment Management; Associate Dean,
Graduate School

William H. Viau, Associate Vice President, Talent Development and Human Resources

Matthew J. Wilson, Dean, The University of Akron School of Law

APPENDIX B: RESOLUTIONS

RESOLUTION 12-1-15: Pertaining to Approval of Board Meeting Minutes

BE IT RESOLVED, That the minutes of the Board of Trustees meeting of October 14, 2015 and of the Special Board Meetings of October 29 and November 23, 2015, be approved as amended.

RESOLUTION 12-2-15: Pertaining to Personnel Actions

BE IT RESOLVED, That the Personnel Actions recommended by President Scott L. Scarborough, dated December 9, 2015, as attached, which include but are not limited to hires, promotions, leaves, fellowships, reclassifications, renewals, non-renewals, orders of removal, etc., be approved as amended.

RESOLUTION 12-3-15: Acceptance of the Quarterly Financial Report for July 1, 2015 through September 30, 2015

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on December 9, 2015, accepting the Quarterly Financial Report for July 1, 2015 through September 30, 2015, be approved.

RESOLUTION 12-4-15: Acceptance of the Quarterly Investment Report for July 1, 2015 through September 30, 2015

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on December 9, 2015, accepting the Quarterly Financial Report for July 1, 2015 through September 30, 2015, be approved.

RESOLUTION 12-5-15: Acceptance of Purchases for More Than \$500,000

BE IT RESOLVED, That the following recommendations, presented by the Finance & Administration Committee on December 9, 2015, be approved/ratified:

Award to Oracle Corporation a contract for annual support and license fees for PeopleSoft, the enterprise resource software, for the period of August 5, 2015 through August 4, 2016, in the amount of \$1,720,091 (ratification)

Award to Dell, Inc. a contract for network switches for core and border network infrastructure upgrade and replacement in the amount of \$1,316,508

Award to Laketec Communications, Inc. a contract for wireless access points, controllers, and software licenses for wireless infrastructure upgrade and replacement in the amount of \$1,735,056

Award to IMG College, LLC a contract for advertising and sponsorship of the University's athletic events, for a three-year period commencing July 1, 2015 through June 30, 2018, in the amount of \$788,125

Award to Nikon Corporation a contract for the purchase of a Tomography Scanner in the amount of \$868,000

APPENDIX B: RESOLUTIONS, Page 2

Award to Highmark Insurance Group (HMIG) a contract for stop-loss coverage for 2016 in the amount of \$2,390,635

RESOLUTION 12-6-15: Law School Renovations Recommendation for Approval of Construction Contracts

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on December 9, 2015, pertaining to the award of Law School Renovations – Bid B contracts to the following companies, be approved.

Low Bidder	Trades	Low Bid
Dore & Associates Contracting, Inc., Bay City, Michigan	Demolition	\$492,200
Lockhart Concrete, Akron, Ohio	Site work	367,000
VendRick Construction, Inc., Brookfield, Ohio	Foundations, structural, general (envelope), general (interior) and general (interior specialties)	7,206,400
S. A. Comunale Company, Inc., Barberton, Ohio	Fire protection	290,464
R. T. Hampton Plumbing & Heating, Inc., Massillon, Ohio	Plumbing	282,617
Synergy, LLC., Akron, Ohio	HVAC	2,400,000
Speelman Electric, Inc., Tallmadge, Ohio	Electrical	2,699,430
	Total	\$13,738,111

RESOLUTION 12-7-15: Acceptance of Gift Income Report for July 1, 2015 through October 31, 2015

BE IT RESOLVED, That the recommendation of the Finance & Administration Committee on December 9, 2015, pertaining to acceptance of the Gift Income Report for July 1, 2015 through October 31, 2015, be approved.

RESOLUTION 12-8-15: Proposed Degree Recipients for Fall 2015

BE IT RESOLVED, That the recommendation presented by the Academic Issues & Student Success Committee on December 9, 2015, pertaining to the Proposed List of Degree Recipients for The University of Akron Fall Commencement 2015, contingent upon candidates’ fulfillment of requirements, be approved.

RESOLUTION 12-9-15: Proposed Curricular Changes

BE IT RESOLVED, That the recommendations presented by the Academic Issues & Student Success Committee on December 9, 2015 for the following curricular changes, as recommended by the Faculty Senate, be approved.

- Establish a new Bachelor of Science program in the College of Applied Science and Technology: BA in Emergency Management and Homeland Security

APPENDIX B: RESOLUTIONS, Page 3

- Establish a new undergraduate certificate in the Buchtel College of Arts and Sciences, Department of Modern Languages: Beginning Medical Spanish Certificate
- Change the name of the Master of Science in Education: Physical Education – Exercise Physiology/Adult Fitness – Thesis degree from Master of Science in Education to Master of Science
- Change the name of the Master of Science in Education: Physical Education – Exercise Physiology/Adult Fitness degree from Master of Science in Education to Master of Science.
- Delete Associate of Arts degree in Restaurant Management offered by the College of Applied Science and Technology, Department of Business and Information Technology
- Delete minor in Speech, Language, Pathology and Audiology offered by the College of Health Professions, School of Speech, Language, Pathology and Audiology
- Delete minor in Media History, offered by the Buchtel College of Arts and Sciences, School of Communication
- Deactivate and suspend enrollment for minor in Mass Media Communication offered by the Buchtel College of Arts and Sciences, School of Communication
- Delete undergraduate certificate in Information System Database Development offered by the College of Applied Science and Technology, Department of Business and Information Technology

RESOLUTION 12-10-15: Amendment of Curricular Change

BE IT RESOLVED, That the recommendation presented by the Academic Issues & Student Success Committee on December 9, 2015, pertaining to the amendment of the Master of Studies in Law in The University of Akron School of Law, be approved.

RESOLUTION 12-11-15: Name Change of the Department of Public Service Technology In the College of Applied Science and Technology

WHEREAS, The faculty of the Department of Public Service Technology has voted to change the department name to the Department of Disaster Science and Emergency Services to better reflect its mission; and

WHEREAS, The faculty of the College of Applied Science and Technology, the Academic Policies Committee and the Faculty Senate all recommended changing the name of the Department of Public Service Technology; and

WHEREAS, The President and the Provost concur; Now, therefore,

BE IT RESOLVED, That the Academic Issues & Student Success Committee on December 9, 2015 recommends that the Board of Trustees approve changing the name of the Department of

APPENDIX B: RESOLUTIONS, Page 4

Public Service Technology to the Department of Disaster Science and Emergency Services, effective January 1, 2016.

RESOLUTION 12-12-15: Acceptance of the Research and Sponsored Programs Activity Report For July 1 through September 30, 2015

BE IT RESOLVED, That the recommendation presented by the Academic Issues & Student Success Committee on December 9, 2015, to accept the Research and Sponsored Programs Activity Report for July 1 through September 30, 2015, be approved.

RESOLUTION 12-13-15: Approval of June 30, 2015 Financial Statement Audits

BE IT RESOLVED, That the recommendation of the Audit & Compliance Committee on December 9, 2015, to accept the annual financial statements and footnotes as presented by management of the University, Foundation, and Research Foundation including Plante Moran’s audit opinions and reports thereon as of and for the year ended June 30, 2015, be approved.

RESOLUTION 12-14-15: Sandra Pianalto Advisory Trustee Appointment

WHEREAS, The University of Akron’s Board of Trustees adopted Rule 3359-1-10 on October 26, 2011, thereby creating the position of Advisory Trustee “to take advantage of the talents, resources and experiences of individuals who may or may not be residents of the state of Ohio” by bringing into the boardroom the additional expertise, knowledge, talent, perspectives and wisdom of individuals who meet the following selection criteria—“success in a chosen field or business; state or national prominence; ability to serve as an advocate for higher education; ability and willingness to offer counsel to the board and president; and demonstrated support of The University of Akron”; and

WHEREAS, Sandra Pianalto – a graduate of The University of Akron, The George Washington University and Duke University’s Advanced Management Program in the Fuqua School of Business – through her professional endeavors, recently retiring as president of the Federal Reserve Bank of Cleveland, and her significant efforts in service to the community – exemplifies the traits desired in an Advisory Trustee; and

WHEREAS, The University of Akron’s Board of Trustees appointed Sandra Pianalto as Advisory Trustee for a three-year term, effective December 12, 2012; and

WHEREAS, Rule 3359-1-10 allows Advisory Trustees to serve two, three-year terms, which Ms. Pianalto and the Board desire; Now, Therefore,

BE IT RESOLVED, That Sandra Pianalto is appointed to a second, three-year term as an Advisory Trustee for December 2015 through December 2018.

APPENDIX C: REPORT OF THE PRESIDENT

I begin by expressing my thanks, to Dr. Mike Sherman, who is attending his last Board meeting as provost of the institution. He is not leaving us; he is moving into a role that was formerly held by Dr. George Newkome. I am delighted with what Mike has done during his term of service as provost and look forward to what he will do as our vice president for innovation and economic development. We are asking Dr. Rex Ramsier to serve as interim provost while we begin the search process for a permanent provost. Mike, thank you for all you have done and all that you will do for the institution and for higher education at large.

In addition to the achievements of our student-athletes, I want to note some of the academic achievements of our students.

- We had three engineering students who won first prize in a design competition that was held at Kent State. They designed a new grip for paint rollers to help senior citizens and others avoid fatigue while painting. We also have nine University of Akron professors, students and alumni who are individual finalists in the recent Knight Arts Challenge. There were 554 submissions to that challenge, only 58 ideas that were chosen, and 9 belong to The University of Akron family. This challenge is a \$3-million, three-year initiative to further enrich the community through the arts.
- During November, five finance students and faculty advisor Eric Brisker attended the Impact Conference in Boston. This is an invitation-only event sponsored by Charles Schwab, and we are grateful to UA alumni Jim and Diana McCool for providing the funding for these students to attend. Thanks to Jim's influence, UA has been recognized as the premier school, ensuring an invite to each year's Impact Conference in the future.
- Congratulations to our School of Law. In February, their graduates ranked first in the state, with 83 percent of first-time takers passing the Ohio Bar Exam. We recently learned that for the July Bar exam, the pass rate crept up a little bit higher to 84 percent, earning us third place in the state for that period, so our School of Law, under new leadership, is doing a great job and we going to hear from the dean today.

Also, one of the great events at The University of Akron, our ninth-annual Black Male Summit, is scheduled for next spring and is coming together nicely. AT&T recently presented a donation for funds to support the program, and the summit, once again, has an outstanding lineup. We have Tavis Smiley, television talk show host; Dr. Tyrone Bledsoe, founder and CEO of the Student African American Brotherhood organization; and nationally-syndicated radio personality Tom Joyner, who will broadcast live from the event. We have invited Governor Kasich to attend. The event will be held on Friday and Saturday, April 8-9, 2016, and it has grown so large that we have had to move Friday's events to the John S. Knight Center. Registration for the Black Male Summit just opened this week, and Lee and his team continue to work on that great event.

In addition to the student-athletes and coaching staff that our Chairman mentioned, I do want to point out that our women's athletics teams are certainly deserving of praise as well.

APPENDIX C: REPORT OF THE PRESIDENT, Page 2

- The swimming and diving team claimed its second-consecutive Zippy Invitational title. Teams from eight universities competed, and members broke numerous individual program records, including one MAC record, during the three-day event held December 4-6.
- In women's basketball, more records fell as our Zips beat the University of Central Florida 74-54 on Saturday, December 5, with Megan Barilla gaining a triple-double, ten (each) points, rebounds and assists. They are playing tonight against Valparaiso.
- Eight members of our women's soccer team earned Academic All-MAC selection to the 2015 All-MAC team.

There are a number of upcoming University-related events.

- The Akron Symphony Orchestra Pops will perform at 7:30 this Friday, December 11, at E. J. Thomas Hall.
- That same night, our own all-male a capella group, Nuance, will perform at 8 p.m. at the Akron Civic Theatre.
- Last, Fall Commencement ceremonies will take place at E. J. Thomas Hall next weekend, conferring 1,506 degrees on 1,441 candidates from 27 states and 23 countries. Our guest speakers will be Daniel B. Ishee, president of our National Alumni Board on Friday evening, December 18; Russell M. Pry, Summit County Executive on Saturday morning, December 19; and Mayor-elect Daniel M. Horrigan on Saturday afternoon.

Mr. Chairman, that concludes my report.

APPENDIX D: INTRODUCTION - FEATURED STUDENT

JACOB BROCK

Jake Brock is a senior in biomedical engineering with minors in chemistry and Spanish. As a local student from Cuyahoga Falls, Jake participated in the post-secondary program at UA during his junior and senior years of high school; he also had early involvement with the University through an Honors College program for high school students.

Jake was a participant in the Emerging Leaders program during his first official year at UA and lived in the Honors Complex. Throughout his years on campus, he has held jobs such as Living-Learning Community peer mentor for first-generation college students in Spicer Hall, tutor and teacher for Upward Bound Math and Science, and peer mentor for the Office of Multicultural Development.

Meanwhile, he spent nearly three years working in the lab of Dr. Rebecca Willits of Biomedical Engineering, researching biomaterials for scaffolding and drug delivery. Last year he studied for a semester in Lima, Peru through one of UA's exchange programs. There he intensively studied Spanish and Peruvian culture through classroom and real-world experiences.

Jake's current plans are to return to South America for a year to work for a non-governmental organization that focuses on education, then pursue a graduate degree in public health or medicine. The focus of his career will be to improve the health conditions of communities through preventative health care.

THE UNIVERSITY OF AKRON
BOARD OF TRUSTEES
Special Meeting Minutes
December 17, 2015
Hilton Akron/Fairlawn

Board Members Present:

Jonathan T. Pavloff, Chair
Jennifer E. Blickle, Vice Chair

Alfred V. Ciraldo, M.D.
Olivia P. Demas

Ralph J. Palmisano
Warren L. Woolford

Student Trustees Present:

Darnell D. Davis, Jr.

Matthew R. Hull

Advisory Trustees Present:

Sandra Pianalto

Staff Officers of the Board Present:

Paul A. Herold, Secretary; Special Assistant to the President
Ted A. Mallo, Assistant Secretary; Vice President and General Counsel

Administrative Officers Present:

Dr. Scott L. Scarborough, President
Dr. Rex D. Ramsier, Senior Vice Provost
Lawrence J. Burns, Vice President for Advancement

SPECIAL BUSINESS MEETING OF THE BOARD OF TRUSTEES

Mr. Pavloff called the meeting and information session to order at 6 p.m. At 6:08 p.m. the Board adjourned into executive session on a 5-0 vote for the stated purposes of considering— employment and compensation of public employees pursuant to O.R.C. 121.22(G)(1), real estate matters pursuant to O.R.C. 121.22(G)(2), litigation pursuant to O.R.C. 121.22(G)(3) and collective bargaining pursuant to O.R.C. 121.22(G)(4). On a 5-0 vote, the meeting returned to public session at 9:20 p.m. Trustee Blickle was not present for the first vote, and Trustee Ciraldo was not present for the second vote.

ACTION: Meeting adjourned by consensus at 9:20 p.m.

Jonathan T. Pavloff
Chair, Board of Trustees

Paul A. Herold
Secretary, Board of Trustees

February 10, 2016

THE UNIVERSITY OF AKRON
BOARD OF TRUSTEES
Special Meeting Minutes
January 21, 2016
Hilton Akron/Fairlawn

Board Members Present:

Jonathan T. Pavloff, Chair
Jennifer E. Blickle, Vice Chair
Roland H. Bauer, Vice Chair

Alfred V. Ciraldo, M.D.
Olivia P. Demas

Ralph J. Palmisano
Warren L. Woolford

Student Trustees Present:

Darnell D. Davis, Jr.

Matthew R. Hull

Advisory Trustees Present:

Sandra Pianalto

Staff Officers of the Board Present:

Paul A. Herold, Secretary; Special Assistant to the President
Ted A. Mallo, Assistant Secretary; Vice President and General Counsel

Administrative Officers Present:

Dr. Scott L. Scarborough, President
Dr. Rex D. Ramsier, Interim Senior Vice President and Provost
Lawrence J. Burns, Vice President for Advancement

SPECIAL BUSINESS MEETING OF THE BOARD OF TRUSTEES

Mr. Pavloff called the meeting and information session to order at 6:05 p.m. At 6:22 p.m. the Board adjourned into executive session on a 7-0 vote for the stated purposes of considering—employment and compensation of public employees pursuant to O.R.C. 121.22(G)(1), real estate matters pursuant to O.R.C. 121.22(G)(2), litigation pursuant to O.R.C. 121.22(G)(3) and collective bargaining pursuant to O.R.C. 121.22(G)(4). On a 7-0 vote, the meeting returned to public session at 9:25 p.m.

ACTION: Meeting adjourned by consensus at 9:25 p.m.

Jonathan T. Pavloff
Chair, Board of Trustees

Paul A. Herold
Secretary, Board of Trustees

February 10, 2016

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Pertaining to Approval of Board Meeting Minutes

BE IT RESOLVED, that the minutes of the Board of Trustees meeting of December 9, 2015 and of the Special Board Meetings of December 17, 2015 and January 21, 2016, be approved as amended.

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

February 10, 2016
Board Meeting

Presiding:
Ralph J. Palmisano

1	*Personnel Actions
2	*Quarterly Financial Report for July through December 2015
3	*Quarterly Investment Report for July through December 2015
4	*Proposed Course Fees
5	*Amendment and Restatement of Alternative Retirement Plan
6	*Auburn Science and Engineering Center (ASEC) College of Engineering Career Center Renovation
7	*Cumulative Gift and Grant Income Report for July through December 2015
	For Information Only:
8	Purchases \$25,000 to \$500,000
9	Advancement Report
10	Status Report on Capital Projects
*	CONSENT AGENDA: ITEMS 1, 2, 3, 4, 5, 6, 7

FINANCE & ADMINISTRATION COMMITTEE

TAB 1

PERSONNEL

FULL-TIME EMPLOYEE PERSONNEL ACTIONS
FULL-TIME EMPLOYEE PERSONNEL ACTIONS ADDENDUM (*NEW*)
PART-TIME FACULTY TEACHING CREDIT COURSES
EMPLOYEES PAID FOR ACTIVITIES NOT RELATED TO CREDIT TEACHING
GRADUATE ASSISTANTS
UNCLASSIFIED CLASSIFICATION CHANGES
CLASSIFIED CLASSIFICATION CHANGES

In accordance with resolution 6-67, adopted July 12, 1967, routine personnel matters concerning faculty and staff are listed separately in the attached, and are recommended for the action indicated for each individual and to be effective as noted.

Pay grade assigned only to contract professional and unclassified exempt and nonexempt positions.

February 10, 2016

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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FULL-TIME EMPLOYEE PERSONNEL ACTIONS

Office of the President

Appointment/Reappointment

Leake, Emily E.	Financial Analysis Specialist Senior/Office of Resource Analysis & Budgeting/Contract Professional	01/04/16	\$53,000.00 12 mo	Appointment
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Change

Black, David	Assistant Director, International Programs Education Abroad/ Office of Multicultural Development/Contract Professional	07/01/15 02/01/16	\$40,000.00 12 mo	Transfer via reorganization; department change from International Programs
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Separation

Hunt, Amber M.	Position Management Analyst Senior/Office of Resource Analysis & Budgeting/Contract Professional	01/04/16	\$63,036.00 12 mo	Resignation effective date change from 12/31/2015
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Office of Athletics

Appointment/Reappointment

Amato, Charles M.	Assistant Football Coach/ Defensive Coordinator/Office of Athletics/Contract Professional	12/01/15	\$8,330.00 one time payment	Payment for bowl game appearance per employment contract
Amato, Charles M.	Assistant Football Coach/ Defensive Coordinator/Office of Athletics/Contract Professional	01/05/16	\$8,330.00 one time payment	Payment for bowl game win per employment contract
Bowden, George J.	Assistant Football Coach/Office of Athletics/Contract Professional	12/01/15	\$4,037.50 one time payment	Payment for bowl game appearance per employment contract
Bowden, George J.	Assistant Football Coach/Office of Athletics/Contract Professional	01/05/16	\$4,037.50 one time payment	Payment for bowl game win per employment contract
Bowden, Terry W.	Head Football Coach/Office of Athletics/Contract Professional	12/01/15	\$25,000.00 one time payment	Payment for bowl game appearance per employment contract

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Boykin, Trenton	Assistant Football Coach/Office of Athletics/Contract Professional	12/01/15	\$2,975.00 one time payment	Payment for bowl game appearance per employment contract
Boykin, Trenton	Assistant Football Coach/Office of Athletics/Contract Professional	01/05/16	\$2,975.00 one time payment	Payment for bowl game win per employment contract
Brown, Megan M.	Assistant Softball Coach/Office of Athletics/ Contract Professional	03/30/15	\$1,000.00 one time payment	Payment for working softball camps
Butler, Kerri	Assistant Women's Soccer Coach/Office of Athletics/ Contract Professional	11/15/15	\$1,000.00 one time payment	Payment for working soccer camps
Chappel, Leonard	Assistant Men's Soccer Coach/ Office of Athletics/Contract Professional	11/01/15	\$12,500.00 one time payment	Payment for working soccer camps
Chappel, Leonard	Assistant Men's Soccer Coach/ Office of Athletics/Contract Professional	12/01/15	\$2,666.67 one time payment	Payment for winning 2015 MAC regular season championship per employment contract
Coppinger, Gerard	Assistant Men's Soccer Coach/ Office of Athletics/Contract Professional	11/01/15	\$2,500.00 one time payment	Payment for working soccer camps
Coppinger, Gerard	Assistant Men's Soccer Coach/ Office of Athletics/Contract Professional	12/01/15	\$2,083.33 one time payment	Payment for winning 2015 MAC regular season championship per employment contract
Ehinger, Kacie	Assistant Volleyball Coach/Office of Athletics/Contract Professional	07/28/15	\$800.00 one time payment	Payment for working volleyball camps
Embick, Jared R.	Head Men's Soccer Coach/Office of Athletics/Contract Professional	12/01/15	\$11,500.00 one time payment	Payment for winning 2015 MAC championship, ranking in the top 16 nationally, bye in the first round of the NCAA, winning the second and third round of the NCAA tournament per employment contract
Funk, Darrell H.	Assistant Football Coach; Offensive Line Coach; Run Game Coordinator/Office of Athletics/ Contract Professional	12/01/15	\$4,583.33 one time payment	Payment for bowl game appearance per employment contract
Funk, Darrell H.	Assistant Football Coach; Offensive Line Coach; Run Game Coordinator/Office of Athletics/ Contract Professional	01/05/16	\$4,583.33 one time payment	Payment for bowl game win per employment contract

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Gonzalez, Orlando	Assistant Volleyball Coach/Office of Athletics/Contract Professional	07/28/15	\$4,550.00 one time payment	Payment for working volleyball camps
Hanna, Thomas C.	Head Volleyball Coach/Office of Athletics/Contract Professional	07/28/15	\$1,600.00 one time payment	Payment for working volleyball camps
Hickson, Eric	Assistant Football Coach/Office of Athletics/Contract Professional	12/01/15	\$2,708.33 one time payment	Payment for bowl game appearance per employment contract
Hickson, Eric	Assistant Football Coach/Office of Athletics/Contract Professional	01/05/16	\$2,708.33 one time payment	Payment for bowl game win per employment contract
Milwee, Alan J.	Assistant Football Coach/ Offensive Coordinator/Office of Athletics/Contract Professional	12/01/15	\$3,825.00 one time payment	Payment for bowl game appearance per employment contract
Milwee, Alan J.	Assistant Football Coach/ Offensive Coordinator/Office of Athletics/Contract Professional	01/05/16	\$3,825.00 one time payment	Payment for bowl game win per employment contract
Mounds, Otis S.	Assistant Football Coach; Defensive Backs Coach/Office of Athletics/Contract Professional	12/01/15	\$3,541.67 one time payment	Payment for bowl game appearance per employment contract
Mounds, Otis S.	Assistant Football Coach; Defensive Backs Coach/Office of Athletics/Contract Professional	01/05/16	\$3,541.67 one time payment	Payment for bowl game win per employment contract
Murphy, Benjamin	Director, Football Operations/ Office of Athletics/Contract Professional	12/01/15	\$1,955.20 one time payment	Payment for bowl game appearance per employment contract
Murphy, Benjamin	Director, Football Operations/ Office of Athletics/Contract Professional	01/05/16	\$1,955.20 one time payment	Payment for bowl game win per employment contract
Ouimet, Mark	Assistant Director, Football Operations/Office of Athletics/Contract Professional	01/05/16	\$3,400.00 one time payment	Payment for additional work performed for Football Operations
Slawson, Oliver M.	Director, Men's Soccer Operations/Office of Athletics/ Contract Professional	12/01/15	\$1,664.17 one time payment	Payment for winning 2015 MAC regular season championship per employment contract
Stroud, R. Todd	Assistant Football Coach; Director, Strength & Conditioning-Football; Defensive Line Coach/Office of Athletics/Contract Professional	12/01/15	\$5,100.00 one time payment	Payment for bowl game appearance per employment contract
Stroud, R. Todd	Assistant Football Coach; Director, Strength & Conditioning-Football; Defensive Line Coach/Office of Athletics/Contract Professional	01/05/16	\$5,100.00 one time payment	Payment for bowl game win per employment contract

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Woodford, Michael P.	Assistant Football Coach/Office of Athletics/Contract Professional	12/01/15	\$3,825.00 one time payment	Payment for bowl game appearance per employment contract
Woodford, Michael P.	Assistant Football Coach/Office of Athletics/Contract Professional	01/05/16	\$3,825.00 one time payment	Payment for bowl game win per employment contract
Office of Academic Affairs				
<u>Appointment/Reappointment</u>				
Easterling, Nancy E.	Coordinator, Confucius Institute/Office of Academic Affairs/Staff	01/01/16 06/30/16	\$15.56 hourly	Temporary reappointment
Potter, Teresa	Senior Instructional Designer/ Instructional Services/Contract Professional	12/07/15	\$60,000.00 12 mo	Appointment successful internal applicant; appointment basis change from temporary
<u>Change</u>				
Vang, Martha	Choose Ohio First Assistant Director, Student Engagement/ Office of Academic Affairs/ Contract Professional	01/01/16	\$39,717.00 12 mo	Title change from Assistant Director, Choose Ohio First Scholarship Program
<u>Leave</u>				
Barton, Lizette R.	Archives Associate Senior/ Psychology Archives/Contract Professional	12/07/15 01/15/16	\$36,976.00 12 mo	100% leave without compensation
Harris Bane, Holly J.	Associate Vice President, Strategic Initiatives & Engagement/Office of Academic Affairs/Contract Professional	01/28/16 01/31/16	\$132,451.00 12 mo	100% leave without compensation
Rose, Christine F.	Retention Coordinator/Office of Academic Affairs/Contract Professional	01/01/16 06/30/16	\$38,760.00 12 mo	Extension of 40% leave without compensation
<u>Separation</u>				
Harris Bane, Holly J.	Associate Vice President, Strategic Initiatives & Engagement/Office of Academic Affairs/Contract Professional	01/31/16	\$132,451.00 12 mo	Retirement

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Division of Student Success				
<u>Appointment/Reappointment</u>				
Hajec, Kimberly	Assistant University Registrar/ Office of the Registrar/Contract Professional	01/19/16	\$48,000.00 12 mo	Appointment successful internal applicant; salary change from \$50,000.00/12 mo; title change from Associate Director, Immigration, International Admissions & Scholarships; department change from Graduate School; grade change from 121 to 120
Henry, Brenda J.	Academic Adviser II/Center for Academic Advising & Student Success/Contract Professional	12/21/15	\$46,812.00 12 mo	Appointment successful internal applicant vice T. Wilson; department change from College of Applied Science & Technology, Office of the Dean
Montanari, Denise K.	Assistant Dean of Students/Office of Student Success/Contract Professional	01/28/16	\$48,505.00 12 mo	Appointment successful internal applicant; salary change from \$52,650.00/12 mo; title change from Assistant Director, Commuter Central; department change from Off-Campus Student Services; grade change from 119 to 121
Richardson, Andrew C.	Coordinator, Tutorial Services/ Office of Student Academic Success/Contract Professional	01/01/16 12/31/16	\$6,000.00 12 mo (stipend)	Temporary administrative stipend for additional duties; base salary is \$51,000.00/12 mo
<u>Change</u>				
DeBord, Carolyn N.	Senior Associate Director, New Student Orientation/New Student Orientation/Contract Professional	10/22/15	\$56,000.00 12 mo	Job reclassification via reorganization; salary change from \$51,000.00/12 mo; title change from Associate Director, New Student Orientation; grade change from 121 to 122
DeFago, Jessica L.	Associate Director, Office of Accessibility/Office of Accessibility/Contract Professional	10/22/15	\$58,000.00 12 mo	Salary adjustment from \$54,106.00/12 mo for additional responsibilities
Ferrell, Barbara	Coordinator Student Success Administration/Office of Student Success/Staff	09/21/15	\$18.27 hourly	Job reclassification via job audit; salary change from \$16.92/H; title change from Administrative Assistant; grade change from 116 to 118
Kiba, Stephanie A.	Assistant Director, Academic Advising/Center for Academic Advising & Student Success/ Contract Professional	12/22/15	\$60,000.00 12 mo	Job reclassification via reorganization; salary change from \$36,720.00/12 mo; title change from Academic Adviser II; grade change from 119 to 121

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Kulick, Kathleen M.	Director, Office of Accessibility/ Office of Accessibility/Contract Professional	10/22/15	\$71,240.00 12 mo	Salary adjustment from \$63,240.00/12 mo for additional responsibilities
Marsteller, David A.	Assistant Director, Student Success Services & Zip Assist/ Office of the Registrar/Contract Professional	10/01/15	\$43,760.00 12 mo	Transfer via reorganization; title change from Academic Adviser II; department change from Center for Academic Advising & Student Success
Martin, Juanita K.	Executive Director, Counseling Center; Psychologist/Counseling & Testing Center/Contract Professional	10/22/15	\$107,000.00 12 mo	Salary adjustment from \$98,687.00/12 mo for additional responsibilities
Steiner, Zachary D.	Assistant University Registrar, Zip Assist & Student Success Collaboratives/Office of the Registrar/Contract Professional	10/01/15	\$44,500.00 12 mo	Job reclassification via reorganization; salary change from \$42,744.00/12 mo; title change from Assistant Director, Off- Campus Student Services; relinquish additional title of Special Assistant to Vice President, Student Engagement & Success; grade change from 119 to 120
Verardi, Cassandra J.	Associate Director, Student Success Services & Zip Assist/ Office of the Registrar/Contract Professional	10/01/15	\$46,500.00 12 mo	Transfer job reclassification via reorganization; salary change from \$38,760.00/12 mo; title change from Assistant Director, The Akron Experience; department change from Office of Student Success; grade change from 119 to 121

Leave

Beyer, Kimberly A.	Executive Assistant to Vice President & Director, Strategic Planning & Communication/ Office of Student Success/ Contract Professional	01/27/16 01/31/16	\$78,795.00 12 mo	100% leave without compensation
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Separation

Adams, Stacey D.	Manager, Fitness & Wellness/ Student Recreation & Wellness Services/Contract Professional	01/04/16	\$39,000.00 12 mo	Resignation
Beyer, Kimberly A.	Executive Assistant to Vice President & Director, Strategic Planning & Communication/ Office of Student Success/ Contract Professional	01/31/16	\$78,795.00 12 mo	Retirement

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Vice President, Finance & Administration/CFO				
<u>Appointment/Reappointment</u>				
Shultz II, James M.	Grant Accountant/Office of the Associate Vice President & Controller/Contract Professional	01/11/16	\$42,500.00 12 mo	Appointment vice M. Shepherd
Trevillion, DaNelle M.	Director, Financial Systems Analysis/Office of the Associate Vice President & Controller/Contract Professional	01/04/16	\$80,000.00 12 mo	Appointment successful internal applicant vice C. Purdy; salary change from \$62,363.00/12 mo; title change from Assistant Controller; grade change from 122 to 124
Winter, Kimberly M.	Director, Fiscal Operations University of Akron Foundation/Treasurer/Contract Professional	10/01/15 01/15/16	\$10,000.00 12 mo (stipend)	Temporary administrative stipend for additional duties; base salary is \$71,400.00/12 mo
<u>Change</u>				
Christy, Christie A.	Manager, Fiscal Research Administration/Office of the Associate Vice President & Controller/Contract Professional	08/10/15	\$60,000.00 12 mo	Job reclassification via reorganization; salary change from \$54,181.00/12 mo; title change from Grant Accountant Senior; grade change from 121 to 122
Clutter, Denny C.	Director, Strategic Initiatives/Office of the Vice President for Finance & Administration/CFO/Contract Professional	01/01/16	\$81,947.00 12 mo	Transfer; title change from Audit Manager; department change from Office of University Internal Audit
Hernandez, Bianka L.	Manager, Financial Research Administration/Office of the Associate Vice President & Controller/Contract Professional	08/10/15	\$55,000.00 12 mo	Job reclassification via reorganization; salary change from \$44,880.00/12 mo; title change from Grant Accountant; grade change from 120 to 122
Lake, Barbara A.	Lead Team Coordinator/University Dining Services/Staff	01/01/16 02/29/16	\$13.56 hourly	Extension of temporary job reclassification; salary change from \$12.56/H; appointment basis change from part-time
McElfresh, Stephanie	Grant Accountant Senior/Office of the Associate Vice President & Controller/Contract Professional	11/15/15	\$50,000.00 12 mo	Job reclassification via reorganization; salary change from \$42,500.00/12 mo; title change from Grant Accountant; grade change from 120 to 121
<u>Leave</u>				
Hollis, Cynthia A.	Managing Director/Edwin J. Thomas Performing Arts Hall/Staff	10/20/15 12/31/15	\$3,002.82 biweekly	100% leave without compensation

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<u>Separation</u>				
Bruce, Sean P.	Parking Facilities Maintenance Shift Leader/Parking & Transportation Services/Staff	12/02/15	\$14.19 hourly	Resignation
Curran, Samantha J.	Lead Team Coordinator Dining Services/University Dining Services/Staff	01/04/16	\$11.99 hourly	Resignation
Elder, Kimberly N.	Food Service Worker/University Dining Services/Staff	01/04/16	\$13.62 hourly	Resignation
Fouts, Jennifer N.	General Manager, Food Services/University Dining Services/Staff	01/04/16	\$1,765.38 biweekly	Resignation
Howard, Chester T.	General Manager, Food Services/University Dining Services/Staff	01/04/16	\$1,765.38 biweekly	Resignation
Regula, Matthew T.	Executive Chef/University Dining Services/Staff	01/04/16	\$1,959.77 biweekly	Resignation
Staley, Gregory A.	Assistant Manager, Dining Services/University Dining	01/14/16	\$1,085.28 biweekly	Resignation
<u>Office of Advancement</u>				
<u>Appointment/Reappointment</u>				
Duncan, Pamela J.	Administrative Assistant Senior/ University Communications & Marketing/Staff	11/30/15	\$19.00 hourly	Recall from layoff
Joseph, Scott S.	Student Services Counselor/ Admissions/Staff	12/21/15	\$16.34 hourly	Recall from layoff; department change from Office of the Registrar
Simon, Wendy L.	Student Services Counselor/ Admissions/Staff	12/21/15	\$19.02 hourly	Recall from layoff; department change from Office of the Registrar
<u>Change</u>				
Baker, Renee A.	Coordinator, Admissions/ Admissions/Staff	12/07/15	\$17.33 hourly	Transfer via reorganization; department change from Office of the Registrar
Mehl, Carolyn L.	Executive Director, Gift Estate Planning/Department of Development/Contract Professional	02/01/16	\$90,000.00 12 mo	Appointment basis change from part-time via reorganization; salary change from \$57,000.00/12 mo

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Pizzute, Barbara L.	Administrative Assistant Senior/ Department of Development/Staff	12/28/15	\$15.86 hourly	Job reclassification via reorganization; salary change from \$12.23/H; title change from Administrative Assistant; grade change from 116 to 118
Smothers, Sharon E.	Student Enrollment Counselor/ Admissions/Staff	12/07/15	\$14.70 hourly	Transfer via reorganization; department change from Office of the Registrar
Stefanov, Louise V.	Student Enrollment Counselor/ Admissions/Staff	12/07/15	\$15.16 hourly	Transfer via reorganization; department change from Office of the Registrar
Zaber, Cheryl A.	Student Enrollment Counselor/ Admissions/Staff	12/07/15	\$14.70 hourly	Transfer via reorganization; department change from Office of the Registrar

Separation

Curry, Christine R.	Director of Development, Stewardship/Donor Services/ Department of Development/ Contract Professional	12/31/15	\$89,162.00 12 mo	Resignation
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Office of Capital Planning & Facilities Management

Appointment/Reappointment

Holl, Daniel M.	Laborer/Physical Facilities Operation Center/Staff	12/07/15	\$14.94 hourly	Appointment successful internal applicant vice R. Holland II; salary change from \$14.37/H; title change from Building Services Worker Certified; grade change from 02 to 03
Micozzi, Jennifer L.	Police Emergency-911 Telecommunicator/University Police Department/Staff	11/30/15	\$15.00 hourly	Appointment vice K. DeWitt
Sopko, Craig E.	Custodial Superintendent/Physical Facilities Operation Center/Staff	03/01/16 09/30/16	\$16.91 hourly	Extension of temporary appointment replacing Brenda Green while on leave of absence

Change

Carstarphen, James	Manager, Trade Shops/Physical Facilities Operation Center/Staff	01/11/16	\$1,963.87 biweekly	Job reclassification via reorganization; salary change from \$22.73/H; title change from Building Maintenance Superintendent; grade change from 119 to 120
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<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Cross, Rocky L.	Building Maintenance Assistant Superintendent/Physical Facilities Operation Center/Staff	01/06/16 07/06/16	\$22.44 hourly	Extension of temporary job reclassification; salary change from \$21.58/H; title change from Master Carpenter Certified; grade change from 09 to 117
Fillmore, Emily M.	Coordinator, Physical Facilities Administration/Physical Facilities Operation Center/Staff	01/11/16	\$15.86 hourly	Salary adjustment from \$15.25/H via reorganization
Green, Eric	Director, Clery Compliance & Crime Prevention/Education/ University Police Department/ Contract Professional	01/11/16 02/01/16	\$71,400.00 12 mo \$67,000.00 12 mo	Transfer via reorganization; title change from Director, Off-Campus Student Services; department change from Off-Campus Student Services Salary change from \$71,400.00/12 mo
Gromofsky, John A.	Manager, Zone Operations/ Physical Facilities Operation Center/Staff	01/11/16	\$2,008.80 biweekly	Job reclassification via reorganization; salary change from \$23.25/H; title change from Building Maintenance Superintendent; grade change from 119 to 120
Haas, Bradley P.	Director, Physical Facilities Business Administration/Physical Facilities Operation Center/ Contract Professional	01/01/16	\$70,584.00 12 mo	Salary adjustment from \$61,378.00/12 mo via reorganization
Henry, Andrew K.	Manager Grounds, Special Services, Recycling, Athletic Park/Physical Facilities Operation Center/Staff	01/11/16	\$1,948.97 biweekly	Job reclassification via reorganization; salary change from \$1,804.61/BW; title change from Manager Grounds, Special Services & Recycling
Herbert, Marcia A.	Department Administrative Assistant/Physical Facilities Operation Center/Staff	01/11/16	\$18.51 hourly	Salary adjustment from \$17.80/H via reorganization
Herrick, Raymond S.	Safety Officer/Physical Facilities Operation Center/Staff	01/11/16	\$1,904.52 biweekly	Salary adjustment from \$1,831.28/BW via reorganization
Jansen, Vincent P.	Director, Maintenance Operations/Physical Facilities Operation Center/Staff	01/11/16	\$2,662.48 biweekly	Job reclassification via reorganization; salary change from \$2,315.20/BW; title change from Manager, Zone Operations; grade change from 120 to 122
Keller, Lloyd B.	Building Maintenance Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$24.03 hourly	Salary adjustment from \$23.11/H via reorganization

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Kugler Jr, Kenneth W.	Building Maintenance Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$27.58 hourly	Salary adjustment from \$26.52/H via reorganization
Long, Jamie M.	Grounds Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$19.01 hourly	Salary adjustment from \$18.28/H via reorganization
Mahusky, John W.	Preventative Maintenance Crew Superintendent/Physical Facilities Operation Center/Staff	01/11/16 07/11/16	\$1,972.08 biweekly	Temporary job reclassification via reorganization; salary change from \$21.31/H; title change from Master Maintenance Repair Worker Certified; grade change from 09 to 119
McSteen, John G.	Departmental Systems Administrator/Physical Facilities Operation Center/Staff	01/11/16	\$33.52 hourly	Salary adjustment from \$31.93/H via reorganization
McVay, Sharon E.	Custodial Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$17.50 hourly	Job reclassification via reorganization; salary change from \$16.83/H; title change from Supervisor, Custodial & Housekeeping
Mitchell, Stephen R.	Energy Management Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$23.78 hourly	Salary adjustment from \$22.87/H via reorganization
Mize, Jason E.	Building Maintenance Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$25.99 hourly	Salary adjustment from \$24.99/H via reorganization
Musser, David R.	Mechanical Engineer/Director, Energy Operations/Physical Facilities Operation Center/ Contract Professional	01/01/16	\$84,054.00 12 mo	Job reclassification via reorganization; salary change from \$70,045.00/12 mo; title change from Mechanical Engineer; grade change from 121 to 122
Myers, Todd M.	Police Officer II/University Police Department/Staff	11/30/15	\$29.16 hourly	Salary adjustment per bargaining agreement for completion of service years and training hours; salary change from \$28.35/H
Palmer, Jerone L.	Custodial Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$18.31 hourly	Salary adjustment from \$17.15/H via reorganization
Perry, Matthias S.	Building Maintenance Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$23.22 hourly	Salary adjustment from \$22.33/H via reorganization

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Rinehart, William J.	Building Maintenance Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$23.58 hourly	Salary adjustment from \$22.68/H via reorganization
Thompson, Frankie	Director, Building Services, Grounds & Special Services/Physical Facilities Operation Center/Staff	01/11/16	\$2,851.63 biweekly	Job reclassification via reorganization; salary change from \$2,479.68/BW; title change from Assistant Director, Building Services, Grounds, Special Services & Recycling; grade change from 121 to 122
Tompkins Jr, John C.	Manager, Business Operations/Physical Facilities Operation Center/Staff	01/11/16	\$1,972.08 biweekly	Job reclassification via reorganization; salary change from \$22.41/H; title change from Storekeeper Senior; grade change from 116 to 119
Weigand, Charles C.	Recycle Superintendent/Physical Facilities Operation Center/Staff	01/11/16	\$18.35 hourly	Salary adjustment from \$17.65/H via reorganization

Separation

Carpenter, Steven E.	Maintenance Repair Worker/Physical Facilities Operation Center/Staff	01/29/16	\$17.44 hourly	Retirement
Cory, Jackie	Master Building Services Worker Certified/Physical Facilities Operation Center/Staff	08/01/15	\$15.88 hourly	Disability retirement

Office of Information Technology Services

Change

Briston, Thomas W.	Manager Business Systems - Students/Application Systems Services/Staff	10/01/15	\$3,568.41 biweekly	Job reclassification via reorganization; salary change from \$3,431.16/BW; title change from Senior Systems Analyst Programmer; grade change from 221 to 222
Testerman, Suzanne	Information Technology Support Analyst/Application Systems Services/Staff	11/01/15	\$2,472.69 biweekly	Job reclassification via reorganization; salary change from \$64,290.00/12 mo; title change from Project Manager Information Technology; job function change from Contract Professional; grade change from 222 to 221

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<u>Leave</u>				
Mothes, Holly G.	Manager, Technical Learning Support Center/Hardware, Operations & Operating Systems Services/Staff	12/19/15 01/31/16	\$2,552.40 biweekly	100% leave without compensation
<u>Separation</u>				
Jones, Deborah J.	Customer Support Specialist/ Hardware, Operations & Operating Systems Services/Staff	12/31/15	\$22.45 hourly	Retirement
Lizak, Andrew T.	Network Engineer/Hardware, Operations & Operating Systems Services/Staff	01/08/16	\$1,569.23 biweekly	Resignation
Mothes, Holly G.	Manager, Technical Learning Support Center/Hardware, Operations & Operating Systems Services/Staff	01/31/16	\$2,552.40 biweekly	Retirement

Office of Talent Development & Human Resources

Appointment/Reappointment

Prusky, Bethany	Labor Relations Specialist Senior; Deputy Appointing Authority; Deputy Title IX Coordinator/ Talent Development & Human Resources/Contract Professional	01/11/16 03/31/16	\$12,000.00 12 mo (stipend)	Temporary administrative stipend; base salary is \$61,200.00/12 mo
Viau, William H.	Associate Vice President, Talent Development & Human Resources; Appointing Authority/ Talent Development & Human Resources/Contract Professional	01/01/16 06/30/16	\$15,500.00 12 mo (stipend)	Extension of temporary administrative stipend; base salary is \$134,507.00/12 mo

Change

Parker, Belinda C.	Equal Employment Opportunity/ Affirmative Action Specialist/Talent Development & Human Resources/Staff	01/11/16 04/01/16	\$25.03 hourly	Temporary salary adjustment from \$20.97/H for additional duties
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Separation

Prewitt, Bonita	Director, Equal Employment Opportunity/Affirmative Action/ Talent Development & Human Resources/Contract Professional	01/08/16	\$78,866.00 12 mo	Resignation
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<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Quinlan-Randolph, Mary R.	Benefits Administrator/Talent Development & Human Resources/Staff	01/31/16	\$19.40 hourly	Retirement

Graduate School

Appointment/Reappointment

Beneke, Charles C.	Associate Dean, Academics; Professor, Art/Graduate School/ Faculty	01/01/16	\$97,801.00 12 mo (base)	Appointment and temporary administrative stipend for Associate Dean assignment; salary change from \$80,019.00/9 mo; title change from Professor, Art; department change from School of Art
		01/01/16	\$12,000.00	
		12/31/16	12 mo (stipend)	

Office of Research Administration & Technology Transfer

Change

Preston, Kenneth G.	Associate Vice President, Research & Director, Technology Transfer; Intellectual Property Center Fellow/Office of Technology Transfer/Contract Professional	03/01/16	\$112,460.00 12 mo	Voluntary reduction in work schedule from 40 hours weekly to 24 hours weekly; salary change from \$187,434.00/12 mo
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Buchtel College of Arts & Sciences

Appointment/Reappointment

Gruber, Petra	Associate Professor, Art; Associate Professor, Biology/ School of Art/Faculty (BUF)	01/19/16	\$75,000.00 9 mo	Appointment
Igic, Branislav	Postdoctoral Fellow/Department of Biology/Staff	12/01/15 12/31/15	\$1,538.46 biweekly	Temporary reappointment
Manandhar, Erendra	Postdoctoral Research Associate/ Department of Chemistry/Staff	01/12/16	\$1,256.00	Temporary reappointment; salary change from \$1,115.38/BW for additional duties of supervising Graduate Assistants
		01/01/17	biweekly	
Schulze, Pamela A.	Professor, Family & Consumer Sciences; Fellow, Institute for Life-Span Development & Gerontology; Faculty Senate Executive Committee Secretary/School of Family & Consumer Sciences/ Faculty (RIF)	08/31/15	\$3,840.00	Extension of temporary administrative stipend for Faculty Senate Executive Committee Secretary duties; base salary is \$83,167.00/9 mo
		05/21/16	9 mo (stipend)	

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<u>Change</u>				
Fant, J. Clayton	Professor Emeritus, Classical Studies/Department of Anthropology & Classical Studies/Faculty (BUF)	05/31/15		Title change, award of emeritus status
<u>Leave</u>				
Okoh, Oghenetoja	Assistant Professor, History/Department of History/Faculty (BUF)	11/13/15 05/21/16	\$55,000.00 9 mo	100% leave without compensation
College of Business Administration				
<u>Appointment/Reappointment</u>				
Gonnella, Dominic A.	Visiting College Lecturer, Accounting/George W. Daverio School of Accountancy/Faculty	01/19/16 05/14/16	\$50,000.00 9 mo	Temporary appointment
Lelonek, Sarah E.	Academic Adviser II/College of Business Administration Undergraduate Studies/Contract Professional	01/04/16 03/31/16	\$36,000.00 12 mo	Temporary appointment
Mulholland, Barry	Visiting Professor of Practice, Finance; Director, Certified Financial Planning Programs/Department of Finance/Faculty	07/25/16 05/31/17	\$116,000.00 10 mo	Temporary appointment
Tanai, Yertai	Visiting College Lecturer, Management/Department of Management/Faculty	01/19/16 05/14/16	\$50,000.00 9 mo	Temporary appointment
<u>Change</u>				
Ofobike, Emeka O.	Associate Professor Emeritus, Accounting/George W. Daverio School of Accountancy/Faculty (BUF)	05/31/15		Title change, award of emeritus status
LeBron James Family Foundation College of Education				
<u>Appointment/Reappointment</u>				
Holliday, Gary M.	Assistant Professor, Education/Department of Curricular & Instructional Studies/Faculty (BUF)	01/19/16 05/14/16	\$29,732.00 9 mo (stipend)	Temporary administrative stipend for international travel assignment; base salary is \$64,711.00/9 mo
Houser, Shelley A.	Literacy Coach/LeBron James Family Foundation College of Education, Office of the Dean/Contract Professional	01/01/16 03/30/16	\$46,350.00 9 mo	Temporary reappointment

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Oviatt, Pamela J.	Literacy Coach/LeBron James Family Foundation College of Education, Office of the Dean/Contract Professional	01/01/16 03/30/16	\$46,350.00 10 mo	Temporary reappointment

College of Engineering

Appointment/Reappointment

Fowler, Barbara	Research Associate/Laboratory Manager/Department of Chemical & Biomolecular Engineering/Staff	04/01/16 06/30/16	\$1,923.07 biweekly	Temporary reappointment
Shiller, Paul J.	Research Scientist/College of Engineering, Office of the Dean/Staff	01/01/16 05/10/16	\$3,949.04 biweekly	Temporary reappointment
Singh, Yogesh P.	Research Associate/Department of Mechanical Engineering/Staff	11/16/15 10/13/16	\$1,153.85 biweekly	Temporary appointment

Leave

Collister, Elizabeth A.	Postdoctoral Fellow/Department of Chemical & Biomolecular Engineering/Staff	09/14/15 09/26/15	\$1,342.47 biweekly	100% leave without compensation
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Separation

Taokaew, Siriporn	Research Associate/Department of Chemical & Biomolecular Engineering/Staff	01/01/16	\$1,384.62 biweekly	Resignation
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College of Health Professions

Appointment/Reappointment

McCollister, Melissa K.	Project/Grant Consultant/School of Social Work/Contract Professional	01/01/16 06/30/16	\$58,614.00 12 mo	Temporary reappointment
Steinmetz, Janice E.	Coordinator Social Work-Lakewood/School of Social Work/Contract Professional	01/04/16	\$68,000.00 12 mo	Appointment

Change

Brown, Diane K.	Senior Instructor, Nursing; Director, Interprofessional Simulation/School of Nursing/Faculty (BUF)	10/01/15 05/14/16	\$6,000.00 9 mo (stipend)	Title change from Interim Director; stipend change from \$2,000.00/9 mo for Director assignment; base salary is
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<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<u>Separation</u>				
Calabrese, Charlene G.	Administrative Assistant Senior/College of Health Professions, Office of the Dean/ Staff	01/31/16	\$24.21 hourly	Retirement
Reeves, Desiree	Department Administrative Assistant/College of Health Professions, Office of the Dean/ Staff	12/29/15	\$18.05 hourly	Deceased
School of Law				
<u>Change</u>				
Dessin, Carolyn L.	Professor, Law; Aileen McMurray Trusler Professor/Law - Instruction/Faculty	11/01/15	\$129,285.00 9 mo	Additional title of Aileen McMurray Trusler Professor
Oddi, A. Samuel	Professor Emeritus, Law/Law - Instruction/Faculty	12/31/15		Title change, award of emeritus status
<u>Leave</u>				
Wascak, Elizabeth A.	Manager, Technology & Compliance/School of Law, Office of the Dean/Staff	11/17/15 12/31/15	\$2,136.00 biweekly	100% leave without compensation
College of Polymer Science & Polymer Engineering				
<u>Appointment/Reappointment</u>				
Becker, Matthew L.	Associate Dean, Research; Professor, Polymer Science/ Department of Polymer Science/ Faculty	02/01/16	\$165,000.00 9 mo (base)	Appointment and temporary administrative stipend for Associate Dean assignment; title change from Professor, Polymer Science
		02/01/16 06/30/16	\$18,000.00 12 mo (stipend)	
Chakraborty, Sourav	Postdoctoral Research Associate/Department of Polymer Science/Staff	07/01/17 01/31/18	\$1,346.15 biweekly	Temporary reappointment
Choi, Jongseob	Postdoctoral Fellow/Department of Polymer Engineering/Staff	11/24/15 11/15/16	\$1,384.61 biweekly	Temporary appointment
Estrada, Charlene F.	Postdoctoral Research Fellow/ Department of Polymer Science/ Staff	07/01/16 10/31/16	\$1,596.15 biweekly	Temporary reappointment

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Giammarco, James M.	Assistant Manager Polymer Testing/College of Polymer Science & Polymer Engineering, Office of the Dean/Contract Professional	01/11/16 06/30/16	\$48,000.00 12 mo	Temporary appointment
Hsu, Chih-Hao	Postdoctoral Research Fellow/ Department of Polymer Science/ Staff	01/01/16 06/30/16	\$1,346.15 biweekly	Temporary reappointment; department change from Institute of Polymer Science via reorganization
Ludlow, James	Postdoctoral Research Associate/Department of Polymer Science/Staff	11/16/15 06/30/16	\$1,346.15 biweekly	Temporary appointment
McClellan, Phillip E.	Postdoctoral Research Fellow/ Department of Polymer Science/ Staff	10/13/15 12/30/15	\$911.00 biweekly	Temporary appointment
Wang, Jing	Postdoctoral Research Fellow/ Department of Polymer Science/ Staff	01/05/16 06/30/16	\$1,346.15 biweekly	Temporary reappointment; department change from Institute of Polymer Science via reorganization
Xie, Tingzheng	Postdoctoral Research Fellow/ Department of Polymer Science/ Staff	09/01/16 01/31/18	\$1,461.00 biweekly	Temporary reappointment; department change from Institute of Polymer Science via reorganization
Zhang, Haichang	Postdoctoral Research Associate/Department of Polymer Science/Staff	01/05/16 12/31/16	\$1,346.15 biweekly	Temporary reappointment; department change from Institute of Polymer Science via reorganization
Zou, Feng	Postdoctoral Research Associate/Department of Polymer Science/Staff	11/03/15 11/30/16	\$1,346.15 biweekly	Temporary reappointment; department change from Institute of Polymer Science via reorganization

Change

Hamed, Gary R.	Professor Emeritus, Polymer Science/Department of Polymer Science/Faculty (BUF)	06/30/15		Title change, award of emeritus status
Newkome, George R.	Vice President Emeritus, Research; Professor, Chemistry; Professor, Polymer Science; Intellectual Property Center Fellow; James & Vanita Oelschlager Professor, Science & Technology/College of Polymer Science & Polymer Engineering, Office of the Dean/Faculty (BUF)	01/01/16	\$222,587.00 9 mo	Salary change from \$272,051.00/12 mo

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Pugh, Coleen	Professor, Polymer Science; Department Chair, Polymer Science/Department of Polymer Science/Faculty	01/01/16	\$172,976.00 12 mo (base)	Extension of temporary administrative stipend for Department Chair assignment; conversion of 10% of stipend to base salary; base salary change from \$171,281.00/12 mo; stipend change from \$15,262.00/12 mo
		01/01/16 12/31/16	\$13,566.00 12 mo (stipend)	
Xie, Tingzheng	Postdoctoral Research Associate/Institute of Polymer Science/Staff	02/01/16	\$1,461.00	Extension of temporary salary adjustment from \$1,230.77/BW
		08/31/16	biweekly	

Separation

Bhatta, Ram S.	Postdoctoral Research Associate/Department of Polymer Science/Staff	01/19/16	\$1,200.00 biweekly	Resignation
Jia, Xiaofei	Postdoctoral Research Fellow/ Department of Polymer Science/Staff	12/30/15	\$1,346.15 biweekly	Resignation
Zhang, Ming	Postdoctoral Fellow/Department of Polymer Engineering/Staff	06/15/16	\$1,384.61 biweekly	Change in end date of temporary appointment from 8/14/2016

College of Applied Science & Technology

Appointment/Reappointment

Belcher, Marcia C.	Professor, Construction Engineering Technology/Division of Engineering & Science Technology/Faculty (BUF)	12/13/15	\$5,000.00 one time payment	Payment for development of online courses
Besch, Ann M.	Visiting Instructor, Engineering & Science Technology/Division of Engineering & Science Technology/Faculty	01/19/16	\$3,000.00 for the period (stipend)	Temporary administrative stipend for program director duties; base salary is \$50,000.00/9 mo
		05/14/16		
Dipold, Edward	Electronic Technician Senior/ Audio Visual Services/Staff	01/01/16 06/30/16	\$26.59 hourly	Temporary reappointment
Rossmeyssl, Lynn M.	Visiting Instructor, Manufacturing Engineering Technology/Division of Engineering & Science Technology/Faculty	01/19/16 05/14/16	\$5,250.00 9 mo (stipend)	Temporary administrative stipend for 30 hour load; base salary is \$50,000.00/9 mo

Change

Dipold, Edward	Electronic Technician Senior/ Audio Visual Services/Staff	07/01/16	\$26.59 hourly	Transfer via reorganization; appointment basis change from temporary
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<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<u>Leave</u>				
Austin, Jennifer A.	Grant Coordinator Early College Program/College of Applied Science & Technology, Office of the Dean/Contract Professional	11/07/15 11/29/15	\$45,011.00 12 mo	100% leave without compensation
<u>Separation</u>				
Kelly, James H.	Electronic Technician Senior/ Audio Visual Services/Staff	06/30/16	\$27.92 hourly	Retirement effective date change from 12/31/2015
Motika, Stephen M.	Assistant Dean, Student Success/College of Applied Science & Technology, Office of the Dean/Contract Professional	03/31/16	\$110,783.00 12 mo	Retirement
University Libraries				
<u>Appointment/Reappointment</u>				
DeChambeau, Aimee L.	Associate Dean, University Libraries; Associate Professor, Bibliography; Head, Electronic Services/University Libraries, Electronic Services/Faculty	02/01/16	\$111,548.00 12 mo	Appointment; salary change from \$91,548.00/12 mo; title change from Associate Professor, Bibliography
McCullough, Ian B.	Assistant Professor, Bibliography; Physical Sciences Librarian; Interim Head, Science & Technology/University Libraries, Science & Technology/Faculty	01/01/16 06/30/16	\$10,000.00 12 mo (stipend)	Temporary additional title and administrative stipend for Interim Head assignment; base salary is \$57,103.00/12 mo
<u>Change</u>				
Everett, Stephanie D.	Manager, Planning, Communication & Engagement-University Libraries/University Libraries, Office of the Dean/Contract Professional	02/01/16	\$41,918.00 12 mo	Job reclassification via reorganization; salary change from \$26,918.00/12 mo; title change from Manager, Marketing & Communication-University Libraries; grade change from 119 to 120
<u>Separation</u>				
Mascaro, Michelle J.	Associate Professor, Bibliography; Special Collections Cataloger; Coordinator, Cataloging Services/University Libraries, Electronic Services/Faculty (BUF)	02/10/16	\$62,545.00 12 mo	Resignation

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Wayne College				
<u>Appointment/Reappointment</u>				
Howley, Heather A.	Associate Professor, Communication/Speech & Theatre Arts-Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$1,425.00 for the period (stipend)	Temporary administrative stipend for area coordinator duties; base salary is \$59,929.00/9 mo
Johanyak, Debra L.	Professor, English/English-Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$1,425.00 for the period (stipend)	Temporary administrative stipend for area coordinator duties; base salary is \$84,527.00/9 mo
Obiekwe, Jerry C.	Professor, Mathematics/ Mathematics-Wayne/Faculty (BUF)	08/31/15 12/19/15	\$1,425.00 for the period (stipend)	Temporary administrative stipend for area coordinator duties; base salary is \$83,573.00/9 mo
Snow, Alan J.	Assistant Professor, Biology/ Biology-Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$1,425.00 for the period (stipend)	Temporary administrative stipend for area coordinator duties; base salary is \$54,326.00/9 mo
Teague, Colleen M.	Associate Professor, Business & Office Technology; Associate Professor, Business Management Technology/Business & Office Technology-Wayne College/ Faculty (BUF)	08/31/15 12/19/15	\$2,251.50 for the period (stipend)	Temporary administrative stipend for technical coordinator duties; base salary is \$71,271.00/9 mo
Turner, Carol M.	Professor, Chemistry/Chemistry- Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$1,425.00 for the period (stipend)	Temporary administrative stipend for area coordinator duties; base salary is \$75,412.00/9 mo
Vierheller, Timothy R.	Professor, Physics/Physics-Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$1,425.00 for the period (stipend)	Temporary administrative stipend for area coordinator duties; base salary is \$92,511.00/9 mo
Wadia, Adil M.	Associate Professor, Geosciences/Geosciences-Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$1,425.00 for the period (stipend)	Temporary administrative stipend for area coordinator duties; base salary is \$63,820.00/9 mo
Weinstein, Paul B.	Professor, History/History-Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$2,375.00 for the period (stipend)	Temporary administrative stipend for area coordinator and distinguished student advisor duties; base salary is \$83,936.00/9 mo
Woods, Douglas B.	Associate Professor, Business Management Technology/ Business & Office Technology- Wayne College/Faculty (BUF)	08/31/15 12/19/15	\$2,850.00 for the period (stipend)	Temporary administrative stipend for technical coordinator duties; base salary is \$71,399.00/9 mo

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<u>Separation</u> Freelon, Carolyn M.	Word Processing Center Specialist - Wayne College/Word Processing Center-Wayne College/Staff	01/31/16	\$20.99 hourly	Retirement

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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**FULL-TIME EMPLOYEE PERSONNEL ACTIONS
ADDENDUM**

Office of Academic Affairs

Leave

Varonis, Evangeline M.	Instructional Designer/ Instructional Services/Contract Professional	01/28/16 01/31/16	\$57,835.00 12 mo	100% leave without compensation
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Separation

Varonis, Evangeline M.	Instructional Designer/ Instructional Services/Contract Professional	01/31/16	\$57,835.00 12 mo	Retirement
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Vice President, Finance & Administration/CFO

Separation

Bable, Brenda S.	Payroll Clerk Senior/Office of the Associate Vice President & Controller/Staff	01/31/16	\$13.77 hourly	Resignation
Davis, Sean M.	Chef Dining Services Senior/ University Dining Services/Staff	01/19/16	\$1,411.92 biweekly	Resignation
Goldan, Mohammad H.	Banquet Manager Senior/ University Dining Services/Staff	01/31/16	\$1,715.27 biweekly	Resignation
Weygandt, Steve J.	Retail Manager/University Dining Services/Staff	01/17/16	\$1,256.12 biweekly	Resignation
Woodyard, Jessie E.	Conference Coordinator/ University Dining Services/ Contract Professional	01/31/16	\$40,000.00 12 mo	Resignation

Office of Advancement

Separation

Routh, Ryan J.	Assistant Director, Admissions/ Admissions/Contract Professional	01/22/16	\$34,420.00 12 mo	Resignation
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Office of Information Technology Services

Appointment/Reappointment

Carson II, Michael	Information Security Analyst/ Hardware, Operations & Operating Systems Services/Staff	02/08/16	\$2,307.69 biweekly	Appointment vice E. Marchand III
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<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Office of Research Administration & Technology Transfer				
<u>Separation</u>				
Watkins, Wayne H.	Associate Vice President, Research; Intellectual Property Center Fellow; Fitzgerald Institute Fellow, Entrepreneurship/Office of Technology Transfer/Contract Professional	02/29/16	\$189,108.00 12 mo	Retirement
Buchtel College of Arts & Sciences				
<u>Appointment/Reappointment</u>				
Johnston, Scott A.	Visiting Instructor, Music/School of Music/Faculty	01/19/16 05/21/16	\$40,000.00 9 mo	Temporary appointment
Thomas, Brittany M.	Academic Adviser II/Buchtel College of Arts & Sciences, Office of the Dean/Contract Professional	01/25/16	\$37,500.00 12 mo	Appointment vice T. Slay
<u>Separation</u>				
Dean, Jacklyn A.	Administrative Assistant/ Department of Political Science/ Staff	01/29/16	\$12.23 hourly	Resignation
Thompson, Blake E.	Engineering Technician Senior/ School of Communication/Staff	06/30/16	\$2,136.78 biweekly	Retirement
College of Engineering				
<u>Appointment/Reappointment</u>				
Habouh, Mohamed I.	Postdoctoral Research Associate/ Department of Civil Engineering/ Staff	01/14/16 06/30/16	\$2,000.00 biweekly	Temporary appointment
<u>Separation</u>				
Yun, GunJin	Associate Professor, Civil Engineering/Department of Civil Engineering/Faculty (BUF)	02/18/16	\$78,220.00 9 mo	Resignation
College of Health Professions				
<u>Appointment/Reappointment</u>				
Reynolds, Cynthia A.	Visiting Professor, Counseling/ Department of Counseling/Faculty	01/19/16 05/21/16	\$70,000.00 9 mo	Temporary appointment

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<u>Separation</u>				
Fertis, Evaggelia	Simulation Support Specialist/ School of Nursing/Contract Professional	01/29/16	\$48,960.00 12 mo	Resignation
Wilson, Tyrone E.	Academic Adviser II/College of Health Professions, Office of the Dean/Contract Professional	02/05/16	\$39,736.00 12 mo	Resignation
School of Law				
<u>Appointment/Reappointment</u>				
Brean, Daniel	Assistant Professor, Law/Law - Instruction/Faculty	08/29/16	\$125,000.00 9 mo	Appointment vice A. Oddi
Knowles, Elizabeth M.	Assistant Clinical Professor, Law/ Law - Instruction/Faculty	07/01/16	\$112,500.00 12 mo	Appointment vice J. Carro
College of Polymer Science & Polymer Engineering				
<u>Separation</u>				
Estrada, Charlene F.	Postdoctoral Research Fellow/ Department of Polymer Science/ Staff	01/08/16	\$1,596.15 biweekly	Resignation
College of Applied Science & Technology				
<u>Appointment/Reappointment</u>				
Hromco, Stacey A.	Academic Adviser II/College of Applied Science & Technology, Office of the Dean/Contract Professional	01/27/16	\$37,500.00 12 mo	Appointment vice L. Tucker
University Libraries				
<u>Appointment/Reappointment</u>				
Bader, Lauren	Library Specialist/University Libraries, Electronic Services/ Staff	02/08/16	\$13.31 hourly	Appointment vice P. Cesare
<u>Separation</u>				
O'Connor, Phyllis G.	Interim Dean, University Libraries; Professor, Bibliography/University Libraries, Office of the Dean/Faculty	06/30/16	\$130,000.00 12 mo	Retirement

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Wayne College				
<u>Separation</u>				
Kratzer, Ronald E.	Facilities Maintenance Worker - Wayne College/Physical Plant- Wayne College/Staff	01/31/16	\$16.36 hourly	Retirement

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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FULL-TIME & PART-TIME EMPLOYEE PERSONNEL ACTIONS

ADDENDUM 2

Vice President, Finance & Administration/CFO

Separation

Duey, Kristin K.	Team Coordinator Dining Services, PT/University Dining Services/Staff	02/09/16	\$11.43 hourly	Resignation
Hill, Zachary C.	Food Utility Worker, PT/ University Dining Services/Staff	02/07/16	\$8.45 hourly	Resignation
Hollimon, Matthew L.	Lead Team Coordinator, Dining Services/University Dining Services/Staff	02/07/16	\$12.24 hourly	Resignation
Knuckles, Perry R.	Chef Dining Services/University Dining Services/Staff	01/31/16	\$19.75 hourly	Resignation
Lake, Barbara A.	Lead Team Coordinator, Dining Services/University Dining Services/Staff	02/07/16	\$13.56 hourly	Resignation
Lee, Roger	Food Utility Worker, PT/ University Dining Services/Staff	02/07/16	\$11.81 hourly	Resignation
Logan, Marie F.	Food Production Worker, PT/ University Dining Services/Staff	02/09/16	\$12.37 hourly	Resignation
Lombardi, Douglas P.	Lead Team Coordinator, Dining Services/University Dining Services/Staff	02/07/16	\$12.75 hourly	Resignation
Palmer, Christine M.	Bakery Coordinator, PT/ University Dining Services/Staff	02/07/16	\$13.92 hourly	Resignation
Poncar, Jacquelyn A.	Lead Team Coordinator, Dining Services/University Dining Services/Staff	02/07/16	\$12.75 hourly	Resignation
Soinski, Jan M.	Administrative Assistant/ University Dining Services/Staff	02/02/16	\$13.24 hourly	Resignation
Spencer, Valerie J.	Lead Team Coordinator, Dining Services/University Dining Services/Staff	02/09/16	\$13.75 hourly	Resignation
Tyson, Garland D.	Team Coordinator Dining Services, PT/University Dining Services/Staff	02/09/16	\$11.14 hourly	Resignation

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Verbel, Maxine H.	Chef Dining Services/University Dining Services/Staff	02/07/16	\$15.00 hourly	Resignation
Zaroka, Sharon E.	Lead Team Coordinator, Dining Services/University Dining Services/Staff	02/07/16	\$14.03 hourly	Resignation

<u>NAME</u>	<u>JOB/DEPT JOB FUNCTION</u>	<u>EFFECTIVE DATE</u>	<u>SALARY/TERM</u>	<u>ACTION/REASON</u>
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**FULL-TIME EMPLOYEE PERSONNEL ACTIONS RECOMMENDED
IN EXECUTIVE SESSION FOR APPROVAL IN PUBLIC SESSION WITH THE
PERSONNEL ACTIONS, AS AMENDED**

BUCHTEL COLLEGE OF ARTS & SCIENCES

Change

Ward, Frank	Associate Professor, Music/ School of Music/Faculty (BUF)	08/31/15	\$62,000.00 9 mo	Salary adjustment from \$53,301.00/9 mo per Article 16, Section 8 of AAUP collective bargaining contract
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THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Pertaining to Personnel Actions

BE IT RESOLVED, That the Personnel Actions recommended by President Scott L. Scarborough, dated February 10, 2016, as attached, which include but are not limited to hires, promotions, leaves, fellowships, reclassifications, renewals, non-renewals, orders of removal, etc., be approved as amended.

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

FINANCE & ADMINISTRATION COMMITTEE

APPENDIX 1

PERSONNEL

PART-TIME TEACHING CREDIT COURSES FOR SUMMER/FALL 2015; SPRING 2016

Name	Title	Department	Amount	Term Rate	Action	Term
DIVISION OF STUDENT SUCCESS						
Brantner,Justin S	Senior Lecturer	Student Academic Success	4375.00	875.00	REH	Spring
Cebula,Sharon M	Assistant Lecturer	Student Academic Success	3500.00	700.00	REH	Spring
Fowler,Rachel M	Assistant Lecturer	Student Academic Success	2106.90	702.30	REH	Spring
*King,Gayle A	Associate Lecturer	Student Academic Success	2597.07	865.69	REH	Spring
*King,Mary	Senior Lecturer	Student Academic Success	3938.92	984.73	REH	Spring
Lee,Gillian C	Assistant Lecturer	Student Academic Success	1442.00	721.00	REH	Spring
Lu,Qingjun	Assistant Lecturer	Student Academic Success	4430.34	738.39	REH	Spring
*McNamara,Martha J	Senior Lecturer	Student Academic Success	4202.40	1050.60	REH	Spring
Mikolajczyk,Julia A	Assistant Lecturer	Student Academic Success	3041.88	760.47	REH	Spring
Nguyen,Tho Truong	Assistant Lecturer	Student Academic Success	6534.90	726.10	REH	Spring
Phillips,Perry M	Assistant Lecturer	Student Academic Success	6300.00	700.00	REH	Spring
*Pramuk,Kenneth J	Senior Lecturer	Student Academic Success	3925.92	981.48	REH	Spring
Romaker,Dana E	Assistant Lecturer	Student Academic Success	2163.00	721.00	REH	Spring
Stang,Jean M	Assistant Lecturer	Student Academic Success	2062.78	1031.39	REH	Spring
Veon,Olympia Ann	Assistant Lecturer	Student Academic Success	6300.00	700.00	REH	Spring
Wagner,Nora C	Senior Lecturer	Student Academic Success	1273.08	848.72	REH	Spring
Walker,Lester C	Senior Lecturer	Student Academic Success	8840.07	982.23	REH	Spring
*Wheeler,Eloise A	Senior Lecturer	Student Academic Success	3500.00	875.00	HIR	Spring
Zhou,Jie	Assistant Lecturer	Student Academic Success	4200.00	700.00	REH	Spring
BUCHTEL COLLEGE OF ARTS & SCIENCES						
Adams,Christa L	Assistant Lecturer	History	3151.80	787.95	REH	Fall
Albanese,Teresa H	Senior Lecturer	Institute Lifespan Dev & Ger	2000.00	1000.00	REH	Spring
Barnes,Jeffrey J	Assistant Lecturer	History	5100.00	850.00	REH	Fall
Contreras Barberena,Juan Eduardo	College Lecturer	Communication	1666.67	1666.67	REH	OVL
*Fant,J. Clayton	Senior Lecturer	History	3300.00	1100.00	HIR	Fall
Hollis,Cheryl	Senior Lecturer	Family & Cons Sciences	3280.00	820.00	HIR	Spring
Kushious,Paul Davidson	Special Lecturer	Music	3190.00	1100.00	DTA	Fall
Kushious,Paul Davidson	Special Lecturer	Music	1100.00	1100.00	HIR	Fall
Lehane,Jennifer R	Special Lecturer	Dance, Theatre & Arts Admin	3200.00	800.00	HIR	Spring
Miller,Diane B	Associate Lecturer	Mathematics	5499.36	916.56	DTA	Fall
Rittenour,Mark W	Senior College Lecturer	Communication	1910.38	1910.38	REH	OVL
Sayed MA,Seham Samir	Assistant Lecturer	Modern Languages	5600.00	700.00	HIR	Spring
Stanek,Gary L	Senior Lecturer	Statistics	4400.00	1100.00	HIR	Spring
Thorson,Valerie D	Assistant Lecturer	Music	571.36	952.27	REH	Fall
Yelanjian,Sue Ann	Assistant Lecturer	Music	800.00	800.00	REH	Spring
COLLEGE OF BUSINESS ADMINISTRATION						
Hada MA,Julia	Assistant Lecturer	Marketing	850.00	850.00	HIR	Fall
*Lieberman,Alvin	Senior Lecturer	Accountancy	6000.00	1000.00	HIR	Fall
LEBRON JAMES FAMILY FOUNDATION COLLEGE OF EDUCATION						
Maguth,Brad M	Asst Prof - Summer	Education Dean's Office	8940.00	1490.00	HIR	Summer
COLLEGE OF ENGINEERING						
Arnold,William Allen	Associate Lecturer	Civil Engineering	954.81	1591.35	DTA	Fall
COLLEGE OF HEALTH PROFESSIONS						
Blackstone,Earl William	Assistant Lecturer	Nursing	1050.00	1050.00	HIR	Fall
Bogdan,Dennis Charles	Assistant Lecturer	Social Work	1600.00	800.00	HIR	Spring
Carpenter,Teri L	Assistant Lecturer	Social Work	2400.00	800.00	HIR	Spring
Cobb,Marie A.	Senior Lecturer	Nursing	7200.00	1200.00	HIR	Spring
Conversino,Liesa K	Assistant Lecturer	Social Work	4000.00	800.00	HIR	Spring
Crites,Lisa K	Assistant Lecturer	Social Work	833.23	833.23	REH	Fall
Dalton,Terrence B	Associate Lecturer	Social Work	2458.98	819.66	HIR	Spring
Dudley,Tyla M	Assistant Lecturer	Social Work	2400.00	800.00	HIR	Spring
Goeden,Stephanie	Assistant Lecturer	Social Work	800.00	800.00	HIR	Spring
Miller,Emma	Assistant Lecturer	Social Work	2400.00	800.00	HIR	Spring

PART-TIME TEACHING CREDIT COURSES FOR SUMMER/FALL 2015; SPRING 2016

Name	Title	Department	Amount	Term Rate	Action	Term
COLLEGE OF HEALTH PROFESSIONS (Cont.)						
Older,Julia Michelle	Special Lecturer	Nursing	4050.00	900.00	HIR	Spring
Roberts,Suellen S	Associate Lecturer	Nutrition & Dietetics	526.98	798.46	REH	Spring
Steiner,Florence	Special Lecturer	Nursing	4050.00	900.00	HIR	Spring
Torres,Guillermo	Assistant Lecturer	Social Work	2400.00	800.00	HIR	Spring
Tusaie,Kathleen Rose	Senior Lecturer	Nursing	3600.00	1200.00	HIR	Spring
*Wray,Denise M	Senior Lecturer	Speech-Lang Path & Audiology	6000.00	1200.00	REH	Spring
HONORS COLLEGE						
Levin,Paula B	Associate Lecturer	Honors College Dean's Office	1750.00	875.00	REH	Spring
COLLEGE OF APPLIED SCIENCE & TECHNOLOGY						
Coldwell,Samantha	Assistant Lecturer	Business & Info Technology	4800.00	800.00	HIR	Spring
Gibbons,Timothy J	Senior Lecturer	Public Service Technology	2967.06	989.02	REH	Fall
Haiduc,Dana	Senior Lecturer	Applied General & Tech Studies	1800.00	900.00	HIR	Spring
Lawrence,James Michael	Assistant Lecturer	Business & Info Technology	2400.00	800.00	HIR	Spring
Mehok Jr,Richard Pete	Assistant Lecturer	Business & Info Technology	2597.07	865.69	REH	Fall
WAYNE COLLEGE						
Brown,Kathleen S	Assistant Lecturer	Family & Consumer Sci-Wayne	2066.91	688.97	REH	Fall
Fink,John	Assistant Lecturer	Family & Consumer Sci-Wayne	2066.91	688.97	HIR	Spring
Harvey,Michael S	Assistant Lecturer	Mathematics-Wayne	89.56	688.97	HIR	Fall
McClure,Michael	Assistant Lecturer	Geosciences-Wayne	707.68	707.68	HIR	Fall
Wachtel,Scott A	Assistant Lecturer	GS: Eff Oral Comm-Wayne	2083.74	694.58	HIR	Fall
Zabka,Joseph A	Senior Lecturer	Mathematics-Wayne	126.23	971.00	HIR	Fall

**EMPLOYEES PAID FOR ACTIVITIES NOT RELATED TO CREDIT TEACHING
 SPRING/SUMMER/FALL 2015; SPRING 2016**

Name	Title	Department	Job	Eff Date	Term Date	Amount	Action	Reason
OFFICE OF ATHLETICS								
Beers,Mark Richard	Athletics Events Asst	Athletics	STA	11/20/2015	11/20/2015	100.00	REH	1XP
Dipold,Edward	Athletics Events Asst	Athletics	STA	11/29/2015	11/29/2015	1346.29	REH	1XP
Duncan,Marvin B	Athletics Events Asst	Athletics	STA	12/3/2015	12/3/2015	2513.16	REH	1XP
Fiocca,Patrick D	Athletics Events Asst	Athletics	STA	10/31/2015	10/31/2015	50.00	REH	1XP
Fiocca,Patrick D	Athletics Events Asst	Athletics	STA	11/20/2015	11/20/2015	100.00	REH	1XP
Fiocca,Patrick D	Athletics Events Asst	Athletics	STA	11/25/2015	11/25/2015	95.00	REH	1XP
Flatley,Emer	Dir Women's Soccer Ops	Athletics	CP	11/15/2015	11/15/2015	1000.00	REH	1XP
Gilbride,James P	Athletics Events Asst	Athletics	STA	11/14/2015	11/14/2015	390.00	HIR	1XP
Hawley,David L	Athletics Events Asst	Athletics	STA	11/20/2015	11/20/2015	75.00	REH	1XP
Hoon,Allan M	Dir Athletics Ops & Events	Athletics	CP	11/20/2015	11/20/2015	500.00	REH	1XP
Houk Jr,John W	Athletics Events Asst	Athletics	STA	8/19/2015	6/30/2016	8.50	HIR	TMP
Huettmann,Bryan T	Dir Infocision Stadium	Athletics	CP	12/6/2015	12/6/2015	150.00	REH	1XP
Kreptowski,Joseph	Athletics Events Asst	Athletics	STA	10/31/2015	10/31/2015	50.00	REH	1XP
Kreptowski,Joseph	Athletics Events Asst	Athletics	STA	11/21/2015	11/21/2015	100.00	REH	1XP
Kreptowski,Joseph	Athletics Events Asst	Athletics	STA	11/25/2015	11/25/2015	95.00	REH	1XP
Marion,Christina	Athletics Events Asst	Athletics	STA	9/11/2015	6/30/2016	8.50	HIR	TMP
Newhouse,Nathanael D	Asst Dir Ticket Operations	Athletics	CP	11/20/2015	11/20/2015	100.00	REH	1XP
Nixon,Scott Michael	Athletics Events Asst	Athletics	STA	10/13/2015	6/30/2016	10.00	HIR	TMP
Nixon,Scott Michael	Athletics Events Asst	Athletics	STA		1/3/2016	10.00	TER	TMP
O'Connell,Adam D	Dir Ticket Operations	Athletics	CP	11/20/2015	11/20/2015	200.00	REH	1XP
Ramirez,Antonio	Athletics Events Asst	Athletics	STF		12/4/2015	8.50	TER	TMP
Schadle,Fabian K	Athletics Events Asst	Athletics	STA	10/31/2015	10/31/2015	100.00	REH	1XP
Stott,Nancy S	Camp Worker	Athletics	STA	1/1/2016	12/31/2016	19.65	REA	TMP
Tiller,David E	Athletics Events Asst	Athletics	STA	11/20/2015	11/20/2015	200.00	REH	1XP
Urbanic,Heather L	Athletics Events Asst	Athletics	STA	9/11/2015	6/30/2016	8.50	HIR	TMP
Wojtkun,James	Camp Worker	Athletics	STA	7/29/2015	7/29/2015	200.00	HIR	1XP
OFFICE OF ACADEMIC AFFAIRS								
Bobola,Michele M	Lecturer	UA Solutions	FAC	11/1/2015	11/7/2015	195.00	REH	TMP
Gerber,Todd D	Lecturer	UA Solutions	FAC	11/29/2015	12/5/2015	1200.00	REH	TMP
Icardi,Laura B	Lecturer	UA Solutions	FAC	10/18/2015	11/21/2015	625.00	REH	TMP
McClaine,Emily	Choose Ohio First Intern	Academic Affairs	STA		12/11/2015	15.00	TER	TMP
Plastow,Alan L	Lecturer	UA Solutions	FAC	10/18/2015	10/31/2015	6686.00	REH	TMP
Welch,Cheryl A	Lecturer	UA Solutions	FAC	11/9/2015	11/14/2015	455.00	REH	TMP
Younessi,Theodore A	Lecturer	UA Solutions	FAC	11/16/2015	11/21/2015	292.50	REH	TMP
DIVISION OF STUDENT SUCCESS								
Ahrens,Erin E	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Anderson,Kayla C	Tutor AAP	Acad Achieve Prog	STA	1/8/2016	5/11/2016	20.00	REH	TMP
Baltrinic,Barbara L	Student Teaching Liaison	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Berger,Jeanette	Assoc Dir-MCUC	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Black,David L	Asst Dir Intl Progs Edu Abr	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Bloodsworth,Valerie A	Assoc Dir RLH-Housing Srvs	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Booker,Jeanine L	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Bruback,Zachary	Psychologist Assistant	Counsel & Test Ctr	STA		6/26/2015	30.60	TER	
Colla,Antonio	Asst Dir New Stu Orientation	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Conley,Laura H	Dir UA Adult Focus	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Cowser,G. Jean	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
DeBord,Carolyn N	Sr Assoc Dir NSO	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Dieringer,Gregory S	Dir College Credit Plus	Office of Student Succ	CP	10/22/2015	10/22/2015	2400.00	HIR	1XP
Faessel,Thomas L	Assoc Dir Res Life Activities	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Frampton,Autumn	Assoc Dir Acad Support Srvs	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Frisby,Cindy	Development Office Asst	Development	STA		12/23/2015	22.03	TER	TMP

*Retiree

02/10/16NONCREDIT.1

**EMPLOYEES PAID FOR ACTIVITIES NOT RELATED TO CREDIT TEACHING
 SPRING/SUMMER/FALL 2015; SPRING 2016**

Name	Title	Department	Job	Eff Date	Term Date	Amount	Action	Reason
DIVISION OF STUDENT SUCCESS (Cont.)								
Granger,Nancy M	Registered Nurse	Health Services	STA	1/4/2016		24.23	HIR	REG
Grove,Melinda	Assoc Dir Res Life & Hous	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
*Harris MA,Terrance L	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Helffrich,Christine L	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Hicks,Bianca N	Coord Residence Life	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Himmelright,Allyson R	Special Lecturer	Student Success Ctr	STA	8/24/2015	12/26/2015	21.00	HIR	TMP
Hoge,Sarah Michelle	Asst Dir Acad Advismnt Ctr	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Holmes,Nickole D	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Hreno,Travis M. R.	Assoc Prof	Office of Student Succ	FAC	10/22/2015	10/22/2015	1600.00	HIR	1XP
Jacobson,Steven J	Special Lecturer	Student Success Ctr	STA	8/24/2015	12/26/2015	8.90	HIR	TMP
Jewell,Wendy M	Coord Student Teaching	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Kiba,Stephanie A	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Levinstein,Michael	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Marsteller,David A	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
McCarthy,Paula E	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Mikulski,Brandon A	Asst Dir Liv/Lrng Comm	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Moore,Stacey Jeanne	Assoc VP Student Success	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	REH	1XP
Morales Aguilera,Osmel O	Student Enrollment Tech	Registrar	STA	11/16/2015	5/16/2016	12.23	HIR	TMP
Motley,Aiesha Lynette	Sr Assoc Dir Multicult Dev	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	REH	1XP
Moton,Deidrinelle Rouse	Asst Dir Res Life & Housing	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Newhall,James A	Sr Multi-Media Producer	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Nicholson,Fedearia Anne	Asst VP Student Success	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	REH	1XP
Ogg,Joan L	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Oliver,Julia E	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Petit,Jennifer Gayla	Senior Lecturer	Office of Student Succ	FAC	10/22/2015	10/22/2015	1600.00	HIR	1XP
Plaster,Karen B	Clinical Instructor	Office of Student Succ	FAC	10/22/2015	10/22/2015	1600.00	HIR	1XP
Rieder Bennett,Sara L	Asst Dir Testing	Couns & Test Ctr	CP	11/14/2015	11/14/2015	131.00	REH	1XP
Roberts,Scott S	Asst Dir UA Adult Focus	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Sedlock,Steve	Digital Mktg & Comm Spec	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Shaver,Todd A	Asst Dir OffCampus Stu Svcs	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Slusarczyk,Cheryl A	Coord Doctoral Students	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Spayd,Michael A	HR Business Analyst	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Steiner,Zachary D	Asst Dir OffCampus Stu Svcs	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Stinson,Shaddrick A	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Thornton,Michele D	Associate Instructor	Office of Student Succ	FAC	10/22/2015	10/22/2015	1600.00	HIR	1XP
Tomajko,Marci L	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Tomko,Carrie A	Senior Lecturer	Office of Student Succ	FAC	10/22/2015	10/22/2015	1600.00	HIR	1XP
Tucker,Leslie R	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Vang,Martha	Asst Dir COFSP	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Varonis,Evangeline M	Instructional Designer	Office of Student Succ	CP	10/22/2015	10/22/2015	800.00	HIR	1XP
Verardi,Cassandra J	Asst Dir Akron Experience	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Weissbaum,Laura	Retention Coord	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Welday,Wendy L	Assoc University Registrar	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP
Welsh,Diana A	Special Lecturer	Student Success Center	STA	8/24/2015	12/26/2015	8.90	HIR	TMP
Wilson,Tyrone E	Academic Adviser II	Office of Student Succ	CP	10/22/2015	10/22/2015	3200.00	HIR	1XP
Zhao,Baomei	Assoc Prof	Office of Student Succ	FAC	10/22/2015	10/22/2015	1600.00	HIR	1XP
Zhao,Julie Yuhua	Dir IDEAs Program	Office of Student Succ	CP	10/22/2015	10/22/2015	1600.00	HIR	1XP

*Retiree

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**EMPLOYEES PAID FOR ACTIVITIES NOT RELATED TO CREDIT TEACHING
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Name	Title	Department	Job	Eff Date	Term Date	Amount	Action	Reason
VICE PRESIDENT FOR FINANCE & ADMINISTRATION/CFO								
Cardarelli, Dominic A	Mgr Concessions PAH	Performing Arts Hall	STA	11/18/2015		14.62	PAY	OTH
Cardarelli, Dominic A	Mgr Concessions PAH	Performing Arts Hall	STA	11/18/2015		14.62	XFR	REO
Hoff, Thomas	Team Coord Dining Srvs	Univ Dining Srvs	STA		11/8/2015	11.05	TER	EOA
Lake, Barbara A	Team Coord Dining Srvs	Univ Dining Srvs	STA	3/1/2016		12.56	DTA	FTP
Lake, Barbara A	Team Coord Dining Srvs	Univ Dining Srvs	STA	3/1/2016		12.56	POS	ETJ
*Moss, Denise M	Sr Administrator	Student Accts/Bursar	CP	1/1/2016	6/30/2016	36588.00	PAY	REM
*Moss, Denise M	Sr Administrator	Student Accts/Bursar	CP	1/1/2016	6/30/2016	45735.00	REA	REM
Rinehart, Christen H	Secretary	Hower House	STA	12/3/2015	12/3/2015	373.80	PAY	OTH
*Smith, Lois Marie	Accountant	Assoc VP & Control	CP	1/1/2016	1/16/2016	36129.00	REA	TMP
Stewart, Thomas J	Assoc Theatre Mgr PAH	Performing Arts Hall	STA	11/18/2015	6/30/2016	23.44	HIR	TMP
OFFICE OF CAPITAL PLANNING & FACILITIES MANAGEMENT								
*Hite, Robert J	Park Maintenance Worker	Physical Facilities	STA		12/31/2015	10.18	RET	REG
Clue, Jerome	Patrol Officer	Police	STA		7/25/2015	21.42	TER	REG
Morrone, Ralph	Project/Grant Consultant	Capital Plan/Fac Mgmt	STA		12/14/2015	44.13	TER	TMP
OFFICE OF INFORMATION TECHNOLOGY SERVICES								
*Edwards, Cathy L	PeopleSoft Fit/Gap Analyst	Info Tech Srvs Off Sup	STA	11/30/2015	12/31/2015	47.50	REH	TMP
OFFICE OF RESEARCH & TECHNOLOGY TRANSFER								
Ball, Elyse N	Research Assoc	Tech Transfer, Off of	STA	1/1/2016	12/31/2017	0.00	REA	TMP
GRADUATE SCHOOL								
*Maffei, Diane Y	Asst Dir Graduate School	Graduate School	STA	1/1/2016	6/30/2016	30.00	REA	TMP
BUCHTEL COLLEGE OF ARTS & SCIENCES								
Austin, Gerald J	Fellow	Bliss Institute	CP	10/1/2015	3/31/2016	18000.00	REH	TMP
DelPrince, Leslie	Lecturer	Dance Institute	FAC	9/28/2015	9/28/2015	55.78	HIR	1XP
Eichman, Kay E	Lecturer	Dance Institute	FAC	8/31/2015	12/27/2015	2738.77	DTA	OTH
Eichman, Kay E	Lecturer	Dance Institute	FAC	1/18/2016	5/14/2016	2775.85	REH	TMP
Elsabee, Maher Z	Adjunct Professor	Chemistry	FAC	12/1/2015	6/29/2018	0.00	HIR	TMP
Finn, Mary Kay	Lecturer	Dance Institute	FAC	8/31/2015	5/14/2016	2117.06	DTA	OTH
Finn, Mary Kay	Lecturer	Dance Institute	FAC	1/18/2016	5/14/2016	2241.58	REH	TMP
Ghadimi, Hanieh	Visiting Research Scholar	Chemistry	STA	12/3/2015	4/30/2016	0.00	HIR	TMP
Grumblatt, Rachel	Special Lecturer	Dance, Theatre & Arts	FAC	12/1/2015	12/1/2015	60.00	HIR	1XP
Hoot, Christopher P	Professor	Art	FAC	11/30/2015	11/30/2015	350.00	REH	1XP
Juliano, Janete Orchanian	Associate Lecturer	Modern Languages	STA	1/11/2016	5/21/2016	8.10	REH	TMP
Lytton, Alec S	Lecturer	Dance Institute	FAC	8/31/2015	12/27/2015	2003.61	DTA	OTH
Lytton, Alec S	Lecturer	Dance Institute	FAC	1/18/2016	5/14/2016	1790.46	REH	TMP
Lytton, Kathryn M	Lecturer	Dance Institute	FAC	1/18/2016	5/14/2016	1833.09	REH	TMP
Miller, Ryan A	Lecturer	Music	FAC	9/12/2015	11/26/2015	700.00	HIR	TMP
Piper, Erica A	Lecturer	Dance Institute	FAC	8/31/2015	12/27/2015	1688.00	DTA	OTH
Piper, Erica A	Lecturer	Dance Institute	FAC	1/18/2016	5/14/2016	2360.00	REH	TMP
Reilly-Howe, Pauline P	Lecturer	Dance Institute	FAC	8/31/2015	5/14/2016	2455.80	DTA	OTH
Reilly-Howe, Pauline P	Lecturer	Dance Institute	FAC	1/18/2016	5/14/2016	2742.52	REH	TMP
Schullo, Julie M	Special Lecturer	Dance, Theatre & Arts	FAC	11/17/2015	11/17/2015	60.00	REH	TMP
Schullo, Julie M	Lecturer	Dance Institute	FAC	8/31/2015	12/27/2015	2083.18	DTA	OTH
Schullo, Julie M	Lecturer	Dance Institute	FAC	1/18/2016	5/14/2016	1790.88	REH	TMP
Yasutake, Deborah M	Accompanist	Music	CP	11/22/2015	11/22/2015	100.00	REH	1XP
Ziolo, Ronald F	Adjunct Professor	Chemistry	FAC	12/1/2015	6/30/2018	0.00	REH	TMP
COLLEGE OF BUSINESS ADMINISTRATION								
Schulte, Sheri B	Visiting Asst Prof	Management	FAC	11/20/2015	11/20/2015	500.00	REH	1XP
LEBRON JAMES FAMILY FOUNDATION COLLEGE OF EDUCATION								
Koskey, Kristin L	Assoc Prof - Summer	Educ Found & Ldrshp	FAC	5/1/2015	8/31/2015	9421.35	HIR	TMP
Stiggers, Nonita	Assistant Teacher	Ctr for Child Devel	STA		9/1/2015	10.20	TER	

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Name	Title	Department	Job	Eff Date	Term Date	Amount	Action	Reason
COLLEGE OF ENGINEERING								
Ellis,David S	Visiting Research Scientist	Elec & Comp Eng	STA	9/14/2015	8/31/2018	0.00	HIR	TMP
Guo,Junhong	Research Scholar	Civil Engineering	STA	12/1/2015	11/30/2016	0.00	HIR	TMP
Ida,Nathan	Distinguished Prof - Summer	Elec & Comp Eng	FAC	8/1/2015	8/31/2015	17000.00	REH	TMP
Lauletta,John L	Visiting Research Scientist	Elec & Comp Eng	STA	9/14/2015	8/31/2018	0.00	HIR	TMP
Mingxuan, Yang	Visiting Research Scholar	Chem & Biomol Engr	STA	10/10/2015	3/31/2016	0.00	HIR	TMP
Ozdemir,Sadik	Visiting Scholar	Elec & Comp Eng	STA	10/26/2015	10/26/2016	0.00	HIR	TMP
Pearson,Sheila L	Tech Writer/Editorial Asst	Civil Engineering	STA	1/15/2016	12/31/2016	12.21	REA	TMP
Pearson,Sheila L	Tech Writer/Editorial Asst	Civil Engineering	STA	11/7/2015	11/7/2015	472.50	REH	1XP
Pearson,Sheila L	Tech Writer/Editorial Asst	Civil Engineering	STA	9/16/2015	9/16/2015	325.00	REH	1XP
Pearson,Sheila L	Tech Writer/Editorial Asst	Civil Engineering	STA	9/27/2015	9/27/2015	1025.00	REH	1XP
Pearson,Sheila L	Tech Writer/Editorial Asst	Civil Engineering	STA	10/28/2015	10/28/2015	1150.00	REH	1XP
*Weidknecht,Marcia E	Research Asst	Chem & Biomol Engr	STA	11/1/2015	12/31/2016	0.00	REA	TMP
COLLEGE OF HEALTH PROFESSIONS								
Contrera,Margaret A	Adjunct Asst Prof	Nursing	FAC	12/31/2015	12/31/2020	0.00	HIR	TMP
Marshall,Diana M	Assistant Lecturer	Nursing	FAC	11/2/2015	11/2/2015	140.00	HIR	1XP
Ross-Alaolmolki,Kathleen	Project/Grant Consultant	Nursing	CP	8/4/2015	11/4/2015	3000.00	REH	TMP
*Sederwall,John K	Interpreter	Sp-Lang Path & Aud	STA	10/29/2015	12/9/2016	88.20	REH	1XP
SCHOOL OF LAW								
Nichols,Russel Thomas	Senior Lecturer	Law - Instruction	FAC	10/1/2015	9/30/2016	5952.00	PAY	OTH
COLLEGE OF POLYMER SCIENCE & POLYMER ENGINEERING								
Chen,Xi	Adjunct Staff	Polymer Science	STF		12/11/2015	0.00	TER	TMP
Condarco,Rodrigo	Visiting Scholar	Polymer Science	STA	1/16/2016	2/28/2016	0.00	HIR	TMP
Deodhar,Tejal	Laboratory Technician	Polymer Science	STA	11/3/2015	1/6/2016	11.00	HIR	SWV
Ehsanzadeh,Arash	Visiting Scholar	Polymer Science	STA	1/16/2016	2/28/2016	0.00	HIR	TMP
Gorse IV,Joe	Research Asst	Polymer Science	STA	1/1/2016	12/31/2016	22.00	REA	TMP
Khalil,Yasmin	Visiting Scholar	Polymer Science	STA	1/16/2016	2/28/2016	0.00	HIR	TMP
Park,Sungeun	Adjunct Staff	Polymer Science	STF		11/25/2015	0.00	TER	TMP
Singh,Aditya	Visiting Scholar	Polymer Science	STA	1/16/2016	2/28/2016	0.00	HIR	TMP
Tan,Shen Wen	Intern	Polymers Dean's Office	STA	1/4/2016	5/30/2016	9.75	HIR	TMP
Wilhite,Guy Nicolas	Laboratory Assistant	Polymer Engineering	STA	1/4/2016	8/30/2016	12.00	HIR	SWV
Wojtczak-Michalska,Malgorzata	Visiting Scholar	Polymer Science	STA	12/18/2015	1/31/2016	0.00	REA	TMP
COLLEGE OF APPLIED SCIENCE & TECHNOLOGY								
Abbott,Brian D	Lecturer	Trng Ctr Fire&Haz Mts	FAC	9/7/2015	10/24/2015	960.00	REH	TMP
Ager,Brad E	Lecturer	Trng Ctr Fire&Haz Mts	FAC	8/24/2015	10/17/2015	300.00	REH	TMP
Ahwajee,Edward S	Lecturer	CAST Dean's	FAC	9/28/2015	11/1/2015	1976.00	REH	TMP
Ahwajee,Edward S	Lecturer	CAST Dean's	FAC	11/2/2015	11/29/2015	936.00	REH	TMP
Ahwajee,Edward S	Lecturer	CAST Dean's	FAC	11/30/2015	12/12/2015	416.00	REH	TMP
Amonett,Paul C	Lecturer	Trng Ctr Fire&Haz Mts	FAC	8/31/2015	10/25/2015	486.00	REH	TMP
Amonett,Paul C	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	11/21/2015	774.00	REH	TMP
Anderson,Michael J	Lecturer	CAST Dean's	FAC	12/7/2015	12/12/2015	260.00	REH	TMP
Anderson,Robert	Lecturer	CAST Dean's	FAC	11/2/2015	11/22/2015	208.00	REH	TMP
Anderson,Robert	Lecturer	CAST Dean's	FAC	11/30/2015	12/12/2015	260.00	REH	TMP
Anderson,Robert	Lecturer	CAST Dean's	FAC	8/31/2015	10/17/2015	208.00	REH	TMP
Bader,Christopher M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/19/2015	11/28/2015	480.00	REH	TMP
Bechtel,Harvey	Lecturer	CAST Dean's	FAC	10/5/2015	11/1/2015	832.00	REH	TMP
Bechtel,Harvey	Lecturer	CAST Dean's	FAC	11/2/2015	11/29/2015	832.00	REH	TMP
Bechtel,Harvey	Lecturer	CAST Dean's	FAC	11/30/2015	12/12/2015	416.00	REH	TMP
Benson,Michael J	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/19/2015	10/25/2015	120.00	REH	TMP
Benson,Michael J	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/16/2015	11/22/2015	120.00	REH	TMP
Benson,Michael J	Lecturer	Trng Ctr Fire&Haz Mts	FAC	12/5/2015	12/10/2015	45.00	REH	TMP

*Retiree

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Name	Title	Department	Job	Eff Date	Term Date	Amount	Action	Reason
COLLEGE OF APPLIED SCIENCE & TECHNOLOGY (Cont.)								
Black,Timothy M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/19/2015	10/25/2015	120.00	REH	TMP
Black,Timothy M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/16/2015	11/21/2015	120.00	REH	TMP
Breiding,Eric S	Lecturer	CAST Dean's	FAC	11/30/2015	12/5/2015	208.00	REH	TMP
Breiding,Lisa M	Events Assistant	Trng Ctr Fire&Haz Mts	STA	9/8/2015	9/8/2015	100.00	HIR	1XP
Burroughs,Donald R	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	11/7/2015	840.00	REH	TMP
Chernikova,Irina A	Professor	Appl Gen & Tech Stud	FAC	12/12/2015	12/12/2015	1000.00	HIR	1XP
Chernikova,Irina A	Professor	Applied Gen & Tech Studie	FAC	12/13/2015	12/13/2015	2000.00	REH	1XP
Claflin,Matthew T	Lecturer	Trng Ctr Fire&Haz Mts	FAC	9/28/2015	10/25/2015	1067.50	REH	TMP
Claflin,Matthew T	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	12/5/2015	1435.00	REH	TMP
Coleman,Richard Scott	Lecturer	CAST Dean's	FAC	10/19/2015	10/25/2015	832.00	REH	TMP
Coleman,Richard Scott	Lecturer	CAST Dean's	FAC	11/2/2015	11/15/2015	416.00	REH	TMP
Coleman,Richard Scott	Lecturer	CAST Dean's	FAC	11/30/2015	12/12/2015	780.00	REH	TMP
Cuckler,Daniel E	Lecturer	CAST Dean's	FAC	9/28/2015	10/4/2015	104.00	REH	TMP
Cuckler,Daniel E	Lecturer	CAST Dean's	FAC	11/16/2015	11/28/2015	1664.00	REH	TMP
Cyphert,Brian R	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/19/2015	11/28/2015	540.00	REH	TMP
Dobbins III,Arthur L	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/12/2015	10/17/2015	60.00	REH	TMP
Duber,John S	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/26/2015	10/31/2015	135.00	REH	TMP
Feldt,Kevin M	Assoc Prof	Business & Info Tech	FAC	12/20/2015	12/20/2015	1000.00	REH	1XP
Fitzgerald,Dave	Lecturer	CAST Dean's	FAC	11/16/2015	12/12/2015	884.00	REH	TMP
Foust,Shawn M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	9/7/2015	11/14/2015	720.00	REH	TMP
Franklin,Jeffrey A	Lecturer	CAST Dean's	FAC	10/5/2015	10/24/2015	936.00	REH	TMP
Gemind,Tim M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	8/24/2015	10/25/2015	432.50	REH	TMP
Gemind,Tim M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	11/8/2015	240.00	REH	TMP
Gemind,Tim M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/16/2015	11/22/2015	120.00	REH	TMP
Gemind,Tim M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	12/5/2015	12/10/2015	45.00	REH	TMP
George,Glen	Lecturer	CAST Dean's	FAC	10/19/2015	10/25/2015	637.00	REH	TMP
George,Glen	Lecturer	CAST Dean's	FAC	12/14/2015	12/19/2015	208.00	REH	TMP
Groves,Steven B	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	12/5/2015	612.00	REH	TMP
Hart,Todd C	Lecturer	CAST Dean's	FAC	9/28/2015	11/1/2015	1040.00	REH	TMP
Hart,Todd C	Lecturer	CAST Dean's	FAC	11/2/2015	11/14/2015	1456.00	REH	TMP
Hart,Todd C	Lecturer	CAST Dean's	FAC	11/30/2015	12/12/2015	416.00	HIR	TMP
Holland Jr,William B	Lecturer	CAST Dean's	FAC	11/2/2015	12/12/2015	858.00	REH	TMP
Kandray,Daniel E	Assoc Prof	Engin & Science Tech	FAC	8/12/2015	8/12/2015	1273.00	REH	1XP
King Jr,Douglas E	Lecturer	Trng Ctr Fire&Haz Mts	FAC	4/20/2015	11/22/2015	1470.00	REH	TMP
Klink,MaryBeth I	Lecturer	CAST Dean's	FAC	10/26/2015	11/1/2015	208.00	REH	TMP
Klink,MaryBeth I	Lecturer	CAST Dean's	FAC	11/30/2015	12/5/2015	104.00	REH	TMP
Lenk,Konrad W	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/5/2015	10/24/2015	720.00	REH	TMP
Manes,Scott M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/5/2015	11/1/2015	1080.00	REH	TMP
Manes,Scott M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/16/2015	11/28/2015	450.00	REH	TMP
Mc Curry,Timothy N	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/5/2015	10/11/2015	60.00	REH	TMP
Mc Curry,Timothy N	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	11/28/2015	300.00	REH	TMP
McBirney,Matthew David	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	11/7/2015	240.00	REH	TMP
Newman,Jeffrey D	Lecturer	CAST Dean's	FAC	10/5/2015	10/10/2015	54.00	REH	TMP
Nice,James D	Lecturer	CAST Dean's	FAC	10/12/2015	11/1/2015	104.00	REH	TMP
Nice,James D	Lecturer	CAST Dean's	FAC	11/2/2015	11/22/2015	273.00	REH	TMP
Nice,James D	Lecturer	CAST Dean's	FAC	11/30/2015	12/12/2015	208.00	REH	TMP
Nivens,Dann M	Lecturer	CAST Dean's	FAC	9/28/2015	11/1/2015	2821.00	REH	TMP
Nivens,Dann M	Lecturer	CAST Dean's	FAC	11/2/2015	11/28/2015	1417.00	REH	TMP
Norris,James B	Lecturer	CAST Dean's	FAC	11/12/2015	11/17/2015	104.00	REH	TMP
Paolucci,Richard S	Lecturer	CAST Dean's	FAC	10/19/2015	10/24/2015	208.00	REH	TMP
Parsell,Shawn S	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/5/2015	11/1/2015	840.00	REH	TMP
Parsell,Shawn S	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/16/2015	11/21/2015	120.00	REH	TMP

*Retiree

02/10/16NONCREDIT.1

**EMPLOYEES PAID FOR ACTIVITIES NOT RELATED TO CREDIT TEACHING
 SPRING/SUMMER/FALL 2015; SPRING 2016**

Name	Title	Department	Job	Eff Date	Term Date	Amount	Action	Reason
COLLEGE OF APPLIED SCIENCE & TECHNOLOGY (Cont.)								
Ramlo,Susan	Professor	Engin & Science Tech	FAC	1/1/2015	6/30/2015	571.22	HIR	TMP
Reed,Daniel J	Lecturer	CAST Dean's	FAC	9/28/2015	12/12/2015	1768.00	HIR	TMP
Reed,Daniel J	Lecturer	CAST Dean's	FAC	11/2/2015	12/12/2015	2548.00	DTA	OTH
Reedy,Brandon L	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/12/2015	10/18/2015	345.00	REH	TMP
Reedy,Brandon L	Lecturer	Trng Ctr Fire&Haz Mts	FAC	10/19/2015	11/8/2015	460.00	REH	TMP
Reedy,Brandon L	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/16/2015	12/5/2015	600.00	REH	TMP
Rusov,Joseph L	Lecturer	CAST Dean's	FAC	12/7/2015	12/12/2015	52.00	REH	TMP
Saley,Barry M	Lecturer	Trng Ctr Fire&Haz Mts	FAC	12/5/2015	12/10/2015	45.00	REH	TMP
Schlatter,Patrick W	Lecturer	CAST Dean's	FAC	10/5/2015	10/11/2015	208.00	REH	TMP
Schlatter,Patrick W	Lecturer	CAST Dean's	FAC	12/7/2015	12/12/2015	364.00	REH	TMP
Schultz,Larry Michael	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/9/2015	11/14/2015	120.00	REH	TMP
Shellenbarger,Anthony L	Lecturer	CAST Dean's	FAC	10/12/2015	11/1/2015	468.00	REH	TMP
Shellenbarger,Anthony L	Lecturer	CAST Dean's	FAC	11/2/2015	11/15/2015	312.00	REH	TMP
Shellenbarger,Anthony L	Lecturer	CAST Dean's	FAC	11/30/2015	12/12/2015	208.00	REH	TMP
Smith,Richard	Lecturer	Trng Ctr Fire&Haz Mts	FAC	6/1/2015	11/14/2015	3816.00	REH	TMP
Smith,Stanley H	Lecturer	CAST Dean's	FAC	11/30/2015	12/5/2015	156.00	REH	TMP
Stanley,Jim F	Lecturer	CAST Dean's	FAC	10/26/2015	11/1/2015	208.00	REH	TMP
Stanley,Jim F	Lecturer	CAST Dean's	FAC	11/2/2015	11/7/2015	208.00	REH	TMP
Stargell,Graylin	Lecturer	Trng Ctr Fire&Haz Mts	FAC	11/2/2015	11/7/2015	240.00	REH	TMP
Stokes,William D	Lecturer	CAST Dean's	FAC	10/5/2015	10/10/2015	832.00	REH	TMP
Tackett,Bradley R	Lecturer	CAST Dean's	FAC	9/28/2015	10/31/2015	1144.00	REH	TMP
Tomei,Provie L	Lecturer	CAST Dean's	FAC	11/2/2015	11/14/2015	364.00	REH	TMP
Vaughan Jr,Roger	Lecturer	CAST Dean's	FAC	11/2/2015	11/7/2015	312.00	REH	TMP
Vober,Richard A	Lecturer	Trng Ctr Fire&Haz Mts	FAC	9/28/2015	10/4/2015	120.00	REH	TMP
Vober,Richard A	Lecturer	Trng Ctr Fire&Haz Mts	FAC	12/5/2015	12/10/2015	45.00	REH	TMP
Westfall,Clark	Lecturer	CAST Dean's	FAC	12/7/2015	12/12/2015	104.00	REH	TMP
White,Christopher M	Lecturer	CAST Dean's	FAC	12/7/2015	12/12/2015	104.00	REH	TMP
Williams,Mary B	Professor	Business & Info Tech	FAC	12/20/2015	12/20/2015	1000.00	REH	1XP
UNIVERSITY LIBRARIES								
Sommers,Jordan David	Library Research Asst	UL Archival Services	STA	12/14/2015	10/16/2016	13.31	HIR	TMP
WAYNE COLLEGE								
Blaha,Stephanie Joy	Special Lecturer	Music-WC	FAC	11/23/2015	11/23/2015	100.00	HIR	1XP
Hartman,Scott T	Program Coordinator	Political Science-WC	FAC	8/31/2015	12/19/2015	950.00	REH	TMP
Maringer,Richard M	Assoc Prof	Economics-WC	FAC	11/1/2015	11/1/2015	1600.00	REH	1XP
Weinstein,Paul B	Professor	History-WC	FAC	11/1/2015	11/1/2015	1600.00	REH	1XP

*Retiree

02/10/16NONCREDIT.1

GRADUATE ASSISTANTS

Name	Job Family	Dept	Eff Date	Term Date	Cont Rate	Comp Freq	Action	Reason
OFFICE OF ATHLETICS								
Andorka,Chelsea	GAI	Athletics	10/19/2015	11/1/2015	90.00	B	REH	1XP
Andorka,Chelsea	GAI	Athletics	11/1/2015	11/5/2015	60.00	B	REH	1XP
Andorka,Chelsea	GAI	Athletics	11/22/2015	11/22/2015	90.00	B	REH	1XP
Andorka,Chelsea	GAI	Athletics	11/27/2015	11/27/2015	30.00	D	REH	1XP
Andorka,Chelsea	GAI	Athletics	12/5/2015	1/1/2016	120.00	D	REH	1XP
Bardelang,Aaron W	GAI	Athletics	8/31/2015	5/14/2016	162.00	B	HIR	SPL
Davis,Soyriah G	GAI	Athletics	11/20/2015	11/20/2015	80.00	D	REH	1XP
Divencenzo,Delaina M	GAT	Athletics	12/4/2015	12/4/2015	100.00	B	HIR	1XP
Green,Vanessa O	GAI	Athletics	11/27/2015	11/27/2015	40.00	B	REH	1XP
Green,Vanessa O	GAI	Athletics	12/2/2015	12/2/2015	40.00	B	REH	1XP
Hami,Eran J	GAT	Athletics	11/22/2015	11/22/2015	80.00	B	HIR	1XP
Hami,Eran J	GAT	Athletics	11/29/2015	11/29/2015	30.00	B	REH	1XP
Hami,Eran J	GAT	Athletics	12/5/2015	12/5/2015	30.00	B	REH	1XP
Heiligenberg,Jacob M	GAI	Athletics	11/14/2015	11/14/2015	100.00	B	REH	1XP
Heiligenberg,Jacob M	GAI	Athletics	11/20/2015	11/20/2015	100.00	B	REH	1XP
Murray,Natalie A	GAT	Athletics	10/16/2015	10/16/2015	8.10	B	HIR	1XP
Murray,Natalie A	GAT	Athletics	10/19/2015	11/1/2015	60.00	B	HIR	1XP
Murray,Natalie A	GAT	Athletics	11/23/2015	11/23/2015	50.00	B	REH	1XP
Murray,Natalie A	GAT	Athletics	12/4/2015	12/4/2015	60.00	B	REH	1XP
Murray,Natalie A	GAT	Athletics	12/11/2015	12/11/2015	30.00	B	REH	1XP
Nixon,Scott Michael	GAA	Athletics	1/4/2016	5/30/2016	324.32	B	HIR	TMP
Pohl,Kyle R	GAI	Athletics	1/18/2016	5/14/2016	400.00	B	HIR	TMP
Senter Jr,John B	GAA	Athletics	1/18/2016	5/13/2016	352.94	B	HIR	TMP
Spencer,Erik N	GAI	Athletics	11/5/2015	11/5/2015	40.00	D	REH	SPL
Spencer,Erik N	GAI	Athletics	12/12/2015	12/12/2015	40.00	D	REH	1XP
Staton,Kyle R	GAA	Athletics	12/4/2015	12/4/2015	100.00	B	HIR	1XP
Suntup,David P	GAT	Athletics	11/21/2015	11/21/2015	30.00	B	REH	1XP
Suntup,David P	GAT	Athletics	11/23/2015	11/23/2015	60.00	B	REH	1XP
Suntup,David P	GAT	Athletics		12/19/2015	324.32	B	TER	RES
VanDierenDonck,Andrew G	GAI	Athletics	8/31/2015	8/31/2016	356.32	B	PAY	OTH
Wypasek,Daniel J	GAI	Athletics	11/14/2015	11/14/2015	100.00	D	REH	1XP
Wypasek,Daniel J	GAI	Athletics	11/20/2015	11/20/2015	100.00	D	REH	1XP
OFFICE OF ACADEMIC AFFAIRS								
Dillon,Bridget A	GAI	Military Science & Leadership	1/19/2016	5/14/2016	420.00	B	HIR	TMP
Krause,Daniel L	GAA	Military Science & Leadership	1/19/2016	5/13/2016	480.00	B	REH	TMP
McDonald,Erin M	GAR	Office of Academic Affairs	1/4/2016	6/30/2016	243.69	B	PAY	OTH
Olin-Hitt,Jennifer L	GAA	International Programs	12/19/2015	1/31/2016	375.00	B	REA	TMP
DIVISION OF STUDENT SUCCESS								
Appikatla,Surekha	GAA	Registrar	1/18/2016	5/14/2016	480.00	B	HIR	TMP
D'Auria,Francisco N	GAA	Registrar	11/16/2015	5/20/2016	480.00	B	PAY	OTH
Gerdes,Zachary T	GAT	Student Success Center	12/14/2015	12/26/2015	1000.00	B	HIR	SPL
McCurdy,Eric R	GAT	Student Success Center	12/14/2015	12/26/2015	1000.00	B	HIR	SPL
Mendu,Shashikanth Reddy	GAA	Registrar	11/16/2015	5/20/2016	480.00	B	PAY	OTH
Niedenthal,Bobbi J	GAT	Student Success Center	12/14/2015	12/26/2015	1000.00	B	HIR	SPL
Pappa,Maria L	GAT	Student Success Center	12/14/2015	12/26/2015	625.00	B	HIR	SPL
Payne,Andrew M	GAT	New Student Orientation	12/21/2015	8/20/2016	500.00	B	HIR	TMP
Riutort,Arielle C	GAT	Student Success Center	12/14/2015	12/26/2015	625.00	B	HIR	SPL
Yue,Junliang	GAA	Registrar	11/16/2015	5/20/2016	480.00	B	PAY	OTH

GAA Grad Adm Asst
 GAF Grad Fellowship
 GAI Grad Instructional Support
 GAR Grad Research Asst
 GAT Grad Teaching Asst

GRADUATE ASSISTANTS

Name	Job Family	Dept	Eff Date	Term Date	Cont Rate	Comp Freq	Action	Reason
OFFICE OF ADVANCEMENT								
Koch,Breanna M	GAR	Univ Comm & Marketing	1/4/2016	5/13/2016	460.00	B	LOA	OTH
OFFICE OF ADVANCEMENT								
Rayanki,Karthik	GAA	Information Technolgy Srvs	1/19/2016	5/14/2016	400.00	B	HIR	TMP
GRADUATE SCHOOL								
Brubaker,Gabriella J	GAR	Graduate School	11/9/2015	6/30/2016	500.00	B	PAY	OTH
Campbell,Katherine E	GAR	Graduate School	11/9/2015	6/30/2016	500.00	B	PAY	OTH
Hearn,Samantha A	GAR	Graduate School	12/14/2015	12/15/2015	3000.00	D	REH	SPL
Hearn,Samantha A	GAR	Graduate School	11/9/2015	6/30/2016	500.00	B	PAY	OTH
BUCHTEL COLLEGE OF ARTS & SCIENCES								
Arredondo,Kelley	GAR	Psychology	10/26/2015	11/6/2015	769.50	B	HIR	1XP
Bavisetti,Rohini	GAI	Computer Science	1/18/2016	5/14/2016	270.00	B	PAY	OTH
Binjawadgi,Rashmi	GAT	Chemistry		12/19/2015	730.77	B	TER	RES
Bollepalli,Subha Mounika	GAI	Computer Science	1/18/2016	5/14/2016	270.00	B	PAY	OTH
Butler,Erin A	GAT	Chemistry	1/19/2016	6/30/2016	730.77	B	HIR	TMP
Cherukuri,Sneha Priya	GAI	Computer Science	1/18/2016	1/17/2016	230.00	B	PAY	OTH
Crutchfield,Gerald L	GAT	Biology	1/18/2016	5/17/2016	855.89	B	REH	TMP
Dassanayake Mudiyansele,Thikola	GAI	Chemistry	5/22/2016	6/30/2016	730.77	B	HIR	TMP
Deal,Erin	GAT	Communication		12/20/2015	367.56	B	TER	RES
DeCourville IV,Nichols P	GAT	English	1/19/2016	5/14/2016	521.07	B	HIR	TMP
Diarra,Kadiatou	GAI	Public Admin & Urban Studies	1/19/2016	5/14/2016	367.85	B	REH	TMP
Dull,Michael R	GAT	English	1/19/2016	5/14/2016	521.07	B	HIR	TMP
Flores,Catalina	GAR	Psychology	10/5/2015	10/17/2015	1170.00	B	HIR	SPL
Gajapuram,Anudeep Reddy	GAI	Computer Science	1/18/2016	5/14/2016	270.00	B	PAY	OTH
Gangisetty,Venugopal	GAI	Computer Science	1/19/2016	5/14/2016	110.00	B	HIR	TMP
Gelli,Chiklith Madhukar Siva Sai	GAI	Computer Science	1/19/2016	5/14/2016	200.00	B	HIR	TMP
Greenaway,Jason	GAT	Sociology		12/23/2015	689.19	B	TER	RES
Jamonnak,Suphanut	GAR	Computer Science	1/19/2016	5/14/2016	200.00	B	REH	TMP
Kaliszewski,Megan J	GAR	Chemistry		1/18/2016	730.77	B	TER	RES
Kaliszewski,Megan J	GAR	Chemistry	1/19/2016	6/30/2016	730.77	B	REH	TMP
Khosrushahi,Samira	GAT	Economics		11/3/2015	356.32	B	TER	RES
Kotalac,Karis L	GAT	Political Science	1/18/2016	5/14/2016	470.58	B	HIR	TMP
Li,Yi	GAI	Computer Science	1/19/2016	5/14/2016	200.00	B	HIR	TMP
Meka,Divya	GAR	Computer Science	1/18/2016	5/14/2016	346.00	B	REH	TMP
Morris,Daniel L	GAR	Chemistry	1/11/2016	6/30/2016	730.77	B	REH	TMP
Muthakapalle,Sumanth Reddy	GAI	Computer Science	1/19/2016	5/14/2016	200.00	B	HIR	TMP
Niehaus,Laura	GAT	Sociology		12/23/2015	486.48	B	TER	RES
O'Neill,Thomas	GAT	Computer Science		12/20/2015	346.00	B	TER	RES
Parker,Jamie	GAT	Integrated Bioscience		12/18/2015	1054.05	B	TER	RES
Paruchuri,Yogitha	GAI	Computer Science	1/18/2016	5/14/2016	230.00	B	PAY	OTH
Patil,Prachi	GAT	Chemistry		12/19/2015	730.77	B	TER	RES
Perkins,Melissa F	GAT	English	1/19/2016	5/14/2016	714.28	B	PAY	OTH
Pingili,Srijith Reddy	GAI	Computer Science	1/18/2016	5/14/2016	270.00	B	PAY	OTH
Ray,Louis A	GAI	Chemistry	1/19/2016	6/30/2016	730.77	B	REH	TMP
Rhoads,Daniel J	GAT	Mathematics		12/15/2015	725.19	B	TER	RES
Rhoads,Daniel J	GAF	Mathematics	12/15/2015	12/14/2016	1488.54	B	REH	TMP
Sanchez Alamina,Arcelia	GAT	Integrated Bioscience		1/17/2015	903.13	B	TER	RES
Sanchez Alamina,Arcelia	GAT	Biology	1/18/2016	5/14/2016	855.89	B	REH	TMP
Scarborough,Jaclyn M	GAI	Family & Cons Sciences	1/19/2016	5/14/2016	218.75	B	HIR	TMP
Seaton,Gina A	GAT	Psychology	1/18/2016	5/14/2016	735.29	B	REH	TMP

GAA Grad Adm Asst
 GAF Grad Fellowship
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GRADUATE ASSISTANTS

Name	Job Family	Dept	Eff Date	Term Date	Cont Rate	Comp Freq	Action	Reason
BUCHTEL COLLEGE OF ARTS & SCIENCES (Cont.)								
Shi,Xiaojun	GAT	Chemistry		1/18/2016	730.77	B	TER	RES
Shi,Xiaojun	GAR	Chemistry	1/19/2016	6/30/2016	730.77	B	REH	TMP
Shriver,Kyle	GAT	Music		1/17/2016	378.38	B	TER	RES
Singarapu,Roopa	GAI	Computer Science	1/18/2016	5/14/2016	270.00	B	PAY	OTH
Smith,Jill A	GAI	Family & Cons Sciences	1/18/2016	5/14/2016	378.87	B	PAY	OTH
Southard,Greg V	GAI	Family & Cons Sciences	1/19/2016	5/14/2016	218.75	B	HIR	TMP
Struck,Julie A	GAI	Family & Cons Sciences	1/18/2016	5/14/2016	189.44	B	PAY	OTH
Thallapally,Dikeep Kumar	GAT	Computer Science		12/20/2015	346.00	B	TER	RES
Timilsina,Roshan	GAT	Physics		12/23/2015	555.21	B	TER	RES
Wilder,Michael W	GAT	Computer Science	1/18/2016	5/14/2016	400.00	B	HIR	TMP
COLLEGE OF BUSINESS ADMINISTRATION								
Alsharif,Fatmah F	GAI	Management	1/18/2016	5/14/2016	181.77	B	HIR	TMP
Bhaidani,Zeeshan D	GAI	Management	1/19/2016	5/14/2016	446.42	B	REH	TMP
Bradford,Tony L	GAI	Marketing	1/18/2016	5/14/2016	363.53	B	HIR	TMP
Brown,Ryan R	GAI	CBA Dean's Office	8/31/2015	12/18/2015	386.25	B	DTA	OTH
Buddha,Bhargav Teja	GAI	CBA Dean's Office	8/31/2015	12/19/2015	468.75	B	PAY	OTH
Carpenter,Kendra J	GAI	CBA Dean's Office	8/31/2015	5/14/2016	193.13	B	PAY	OTH
Dudam,Sai Sandeep	GAI	Management	1/19/2016	5/14/2016	446.42	B	REH	TMP
Esemitodje,Ejiro K	GAI	Accountancy	1/18/2016	5/14/2016	181.76	B	REH	TMP
Ibrahim,Oluwabukola A	GAI	CBA Dean's Office	1/18/2016	5/14/2016	218.12	B	PAY	OTH
Isaac,Ezechiel	GAI	Accountancy	1/18/2016	5/14/2016	363.52	B	REH	TMP
Kapper,Dustin P	GAI	Marketing	1/18/2016	5/14/2016	363.53	B	HIR	TMP
Koka,Naga Praneeth	GAI	CBA Dean's Office	1/18/2016	5/14/2016	218.12	B	PAY	OTH
Kotaru,Sindhu	GAI	CBA Dean's Office	1/18/2016	5/14/2016	181.76	B	HIR	TMP
Mahalinga,Rajeeva	GAI	CBA Dean's Office	1/19/2016	5/14/2016	446.42	B	REH	TMP
Mahran,Nermin A	GAI	CBA Dean's Office	1/18/2016	5/14/2016	218.12	B	HIR	TMP
Mahalinga,Rajeeva	GAI	CBA Dean's Office		11/28/2015	468.75	B	TER	RES
Merrill,Thomas J	GAI	CBA Dean's Office	1/18/2016	5/14/2016	363.52	B	HIR	TMP
Michael,Brittany R	GAI	CBA Dean's Office	1/18/2016	5/14/2016	181.76	B	HIR	TMP
Nallu,Jagadeesh Reddy	GAI	CBA Dean's Office	1/18/2016	5/14/2016	218.12	B	PAY	OTH
Nourmohammadi Najafabadi,Hoda	GAI	CBA Dean's Office	1/18/2016	5/14/2016	181.76	B	HIR	TMP
Ogunseye,Moses O	GAI	CBA Dean's Office	1/19/2016	5/14/2016	446.42	B	REH	TMP
Patnala,Harinya Ramani	GAI	CBA Dean's Office	1/19/2016	5/14/2016	446.42	B	HIR	TMP
Puliampatty Kumar,Harish	GAI	CBA Dean's Office	1/18/2016	5/14/2016	218.12	B	HIR	TMP
Ranganath,Amithash Kuber	GAI	CBA Dean's Office	1/19/2016	5/14/2016	446.42	B	HIR	TMP
Reddy,Rikka Vivekanand	GAI	CBA Dean's Office	1/19/2016	5/14/2016	446.42	B	HIR	TMP
Saha,Varsha Dyuti	GAI	CBA Dean's Office	1/18/2016	5/14/2016	181.76	B	HIR	TMP
Thallapally,Dileep Kumar	GAR	CBA Dean's Office	1/18/2016	5/14/2016	640.00	B	HIR	TMP
Wright,Michael B	GAI	Management	8/31/2015	12/20/2015	193.13	B	PAY	OTH
Wright,Sarah C	GAI	CBA Dean's Office	1/18/2016	5/14/2016	363.52	B	REH	TMP
Ye,Lei	GAI	Finance	1/18/2016	5/14/2016	386.26	B	REH	TMP
LEBRON JAMES FAMILY FOUNDATION COLLEGE OF EDUCATION								
Bigler,Shannon E	GAI	Ctr, Child Development	1/19/2016	5/31/2016	398.00	B	HIR	TMP
Dhulipudi,Sowrya	GAA	Curr & Instr Studies		12/19/2015	417.56	B	TER	RES
Freni,Tara	GAI	Family & Consumer Science		12/20/2015	378.87	B	TER	RES
Garg,Assem	GAI	Ctr, Child Development		11/4/2015	398.00	B	TER	RES
Mccormack,Sarah M	GAI	Ctr, Child Development	1/19/2016	5/31/2016	398.00	B	REH	TMP
Merrill,Thomas J	GAR	Curr & Instr Studies	12/19/2015	1/15/2016	417.56	B	REA	TMP
Merrill,Thomas J	GAT	Curr & Instr Studies	1/19/2016	1/18/2016	417.45	B	REH	TMP
Moore,Amy	GAI	Ed Found & Leadership		12/20/2015	273.30	B	TER	RES
Smith,Adam A	GAT	Curr & Instr Studies	12/21/2015	12/21/2015	500.00	B	HIR	TMP

GAA Grad Adm Asst
GAF Grad Fellowship
GAI Grad Instructional Support
GAR Grad Research Asst
GAT Grad Teaching Asst

GRADUATE ASSISTANTS

Name	Job Family	Dept	Eff Date	Term Date	Cont Rate	Comp Freq	Action	Reason
COLLEGE OF ENGINEERING								
Adhikari,Sudip	GAR	Mechanical Engineering	1/1/2016	1/31/2016	654.00	B	REH	TMP
Ahamed,Sheikh N	GAR	Mechanical Engineering	1/1/2016	5/14/2016	538.00	B	REH	TMP
Alamad,Ruba A	GAR	Mechanical Engineering	1/18/2016	5/14/2016	538.00	B	HIR	TMP
Alin,Maishah	GAI	Civil Engineering	1/18/2016	1/17/2017	576.92	B	REH	TMP
Alisary,Himani	GAI	Civil Engineering	12/21/2015	5/14/2016	290.00	B	REH	TMP
Alizadeh,Ardalan	GAR	Electrical & Computer Engr	12/14/2015	12/26/2015	500.00	B	REH	SPL
Appleby,Matthew P	GAR	Mechanical & Biomolecular Engr	12/19/2015	3/30/2016	654.00	B	REH	TMP
Chen,Hong	GAR	Chemical & Biomolecular Engr	1/4/2016	1/17/2016	1200.00	B	REH	SPL
Dhakal,Pashupati	GAR	Mechanical Engineering	1/1/2016	5/31/2016	538.00	B	REH	TMP
Ding,Qichen	GAR	Chemical & Biomolecular Engr	1/1/2016	6/30/2016	677.48	B	HIR	TMP
Enayati,Hooman	GAR	Mechanical Engineering	1/1/2016	7/31/2016	633.84	B	REH	TMP
Fang,Jia	GAR	Chemical & Biomolecular Engr		12/19/2015	791.99	B	TER	RES
Gabor,Kelly M	GAR	Mechanical Engineering	1/1/2016	7/31/2016	538.00	B	REH	TMP
Gautam,Prashanta	GAR	Mechanical Engineering	1/1/2016	1/17/2016	538.00	B	REH	TMP
Ghanbari,Elmira	GAR	Chemical & Biomolecular Engr		12/31/2015	791.99	B	TER	RES
Ghanbari,Elmira	GAR	Chemical & Biomolecular Engr	1/1/2016	8/31/2016	791.99	B	REH	TMP
Ghosh,Arijit	GAR	Electrical & Computer Engr		1/18/2016	725.00	B	TER	RES
Gorgani,Aida	GAT	Electrical & Computer Engr	12/20/2015	5/14/2016	576.92	B	REH	TMP
Han,Yu	GAR	Mechanical Engineering	12/14/2015	12/26/2015	3000.00	B	REH	SPL
Hashemi,Mohammad	GAR	Mechanical Engineering	12/20/2015	6/30/2016	625.00	B	REH	TMP
Hegana,Ashenafi B	GAI	Mechanical Engineering	12/20/2015	5/14/2016	654.00	B	REH	TMP
Hu,Rundong	GAI	Chemical & Biomolecular Engr	1/4/2016	1/17/2016	1200.00	B	REH	SPL
Hwang,Sang Youp	GAR	Chemical & Biomolecular Engr	1/1/2016	6/30/2016	791.99	B	REH	TMP
Islam,Md. Zakirul	GAR	Electrical & Computer Engr		12/1/2015	576.92	B	TER	RES
Islam,Md. Zakirul	GAR	Electrical & Computer Engr	12/2/2015	8/23/2016	576.92	B	REH	TMP
Jindal,Aditya	GAR	Chemical & Biomolecular Engr	1/1/2016	12/31/2016	846.16	B	REH	TMP
Kantor,Jozsef	GAR	Chemical & Biomolecular Engr	1/1/2016	12/31/2016	846.16	B	REH	TMP
Karimian,Kasra	GAI	Chemical & Biomolecular Engr	1/1/2016	6/30/2016	677.48	B	REH	TMP
Kashyap,Sumanth M	GAR	Mechanical Engineering	1/4/2016	5/14/2016	500.00	B	HIR	TMP
Kennedy,Marla J	GAI	Civil Engineering	8/31/2015	5/14/2016	1292.60	B	PAY	OTH
Khan,Md. Mahfujul H	GAR	Mechanical Engineering	11/30/2015	12/12/2015	3000.00	B	REH	SPL
Khasawneh,Ahmad A	GAR	Mechanical Engineering	11/2/2015	11/14/2015	3000.00	B	REH	SPL
Kondisetti,Dheeraj	GAI	Civil Engineering		12/20/2015	576.92	B	TER	RES
Le,Anh D	GAT	Electrical & Computer Engr	12/14/2015	12/26/2015	500.00	B	HIR	SPL
Li,Yixiang	GAI	Civil Engineering	12/21/2015	5/14/2016	576.92	B	REH	TMP
Liu,Fan	GAR	Mechanical Engineering	12/14/2015	12/26/2015	1000.00	B	REH	SPL
Liu,Xiaoxiao	GAR	Mechanical Engineering	1/2/2016	6/30/2016	654.00	B	REH	TMP
Lu,Yanfeng	GAI	Mechanical Engineering	7/1/2016	8/11/2016	800.00	B	REA	TMP
Mahmood,Kashif	GAR	Civil Engineering	12/21/2015	5/14/2016	290.00	B	REH	TMP
Maxwell,Ryan L	GAR	Mechanical Engineering	1/1/2016	5/14/2016	715.00	B	REH	TMP
Miran,Seyedeh Azadeh	GAR	Civil Engineering	12/21/2015	5/14/2016	576.92	B	REH	TMP
Mohrman,Ashley E	GAR	Chemical & Biomolecular Engr	12/20/2015	12/31/2015	791.99	B	REA	TMP
Mohrman,Ashley E	GAR	Chemical & Biomolecular Engr	1/1/2016	6/30/2016	791.99	B	REH	TMP
Molavi Tabrizi,Amirhossein	GAI	Civil Engineering	8/1/2015	8/30/2015	679.30	B	PAY	OTH
Morley,Patrick	GAR	Electrical & Computer Engr		12/8/2015	625.00	B	TER	RES
Mulay,Prajakatta	GAR	Chemical & Biomolecular Engr	1/1/2016	12/31/2016	677.48	B	REH	TMP
Mulpuri,Vamsi	GAR	Electrical & Computer Engr	12/1/2015	5/13/2016	576.92	B	HIR	TMP
Natsheh,Sufian H	GAR	Civil Engineering	12/21/2015	8/27/2016	576.92	B	REH	TMP
Nazari,Ashkan	GAT	Mechanical Engineering	12/23/2015	5/18/2016	576.92	B	REH	TMP
Niu,Wei	GAR	Chemical & Biomolecular Engr	1/1/2016	6/30/2016	791.99	B	REH	TMP

GAA Grad Adm Asst
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GRADUATE ASSISTANTS

Name	Job Family	Dept	Eff Date	Term Date	Cont Rate	Comp Freq	Action	Reason
COLLEGE OF ENGINEERING (Cont.)								
Parajuli,Bikash	GAI	Mechanical Engineering	12/20/2015	5/14/2016	654.00	B	REH	TMP
Paul,Arindam	GAI	Mechanical Engineering	12/20/2015	5/14/2016	538.00	B	REH	TMP
Poudyal,Hari	GAR	Mechanical Engineering	1/1/2016	12/31/2016	538.00	B	REH	TMP
Reakes,Clayton E	GAR	Mechanical Engineering	12/19/2015	12/31/2016	673.00	B	REH	TMP
Ren,Baiping	GAR	Chemical & Biomolecular Engr	1/4/2016	1/17/2016	600.00	B	HIR	SPL
Ren,Zhencheng	GAR	Mechanical Engineering	1/9/2016	1/7/2017	700.00	B	REH	TMP
Rezvanifar,Sayed Cyrus	GAR	Biomedical Engineering	12/1/2015	6/30/2016	750.00	B	HIR	TMP
Sajedi,Siavash	GAR	Civil Engineering	12/21/2015	5/14/2016	763.20	B	REH	TMP
Sancheti,Ashwin	GAR	Chemical & Biomolecular Engr	1/1/2016	6/30/2016	677.48	B	REH	TMP
Seeram,Pavan Vamsi Krishna	GAR	Mechanical Engineering	1/18/2016	6/30/2016	590.00	B	HIR	TMP
Shrikhande,Gayatri S	GAR	Chemical & Biomolecular Engr	8/15/2015	8/24/2015	846.15	B	PAY	OTH
Shrikhande,Gayatri S	GAR	Chemical & Biomolecular Engr	8/25/2015	3/31/2016	846.15	B	PAY	OTH
Stukel,Jessica	GAR	Biomedical Engineering	11/2/2015	11/14/2015	1500.00	B	REH	SPL
Sun,Mingkun	GAI	Civil Engineering	1/18/2016	5/14/2016	692.60	B	REH	TMP
Takaddus,Ahmed Tasnub	GAR	Mechanical Engineering	1/1/2016	6/30/2016	530.00	B	REH	TMP
Vondeak,Laura K	GAI	Biomedical Engineering	1/1/2016	5/14/2016	576.92	B	PAY	OTH
Waksmanski,Natalie P	GAI	Civil Engineering	8/1/2015	8/30/2015	679.30	B	PAY	OTH
Xiao,Suo	GAR	Chemical & Biomolecular Engr	1/1/2016	6/30/2016	791.99	B	REA	TMP
Yang,Fengyu	GAR	Chemical & Biomolecular Engr	12/21/2015	5/28/2016	440.00	B	REH	TMP
Zhang,Mingzhen	GAR	Chemical & Biomolecular Engr	1/4/2016	1/17/2016	1200.00	B	REH	SPL
Zhang,Xu	GAI	Chemical & Biomolecular Engr	11/30/2015	6/30/2016	791.99	B	LOA	OTH
Zhang,Zhan	GAR	Chemical & Biomolecular Engr		10/15/2015	170.00	B	TER	RES
Zhao,Jingyi	GAR	Mechanical Engineering	1/12/2016	1/10/2017	700.00	B	REH	TMP
Zhu,Xiaoliang	GAR	Mechanical Engineering	12/14/2015	12/27/2015	1000.00	B	REH	SPL
COLLEGE OF HEALTH PROFESSIONS								
Bennett,Lindsay	GAT	Speech-Lang Path & Audiology	1/18/2016	5/14/2016	423.53	B	HIR	TMP
Bentley,Sonya	GAT	Nursing		12/20/2015	248.64	B	TER	RES
Castleman,Jason W	GAI	Sport Science & Wellness Educ	11/30/2015	12/12/2015	200.00	B	REH	SPL
Day,Jillian M	GAT	Nursing	1/18/2016	5/14/2016	270.58	B	HIR	TMP
Dorsey,Alison M	GAT	Nursing	1/18/2016	5/14/2016	270.58	B	HIR	TMP
Fleming-Radca,Amy	GAT	Nursing		12/20/2015	248.64	B	TER	RES
Green,Vanessa O	GAI	Sport Science & Wellness Educ	11/30/2015	12/12/2015	200.00	B	REH	SPL
Hobson,Joshua D	GAT	Sport Science & Wellness Educ	11/30/2015	12/12/2015	200.00	B	HIR	SPL
Holod,Alicia	GAT	Speech-Lang Path & Audiology		12/20/2015	218.91	B	TER	RES
Janezic,Leslie D	GAF	Speech-Lang Path & Audiology	1/18/2016	8/13/2016	330.79	B	HIR	TMP
Kasburg,Brandon N	GAI	Nursing	1/18/2016	5/14/2016	270.58	B	HIR	TMP
Kennedy,Caleb M	GAI	Sport Science & Wellness Educ	11/6/2015	11/6/2015	120.00	B	REH	1XP
Kennedy,Caleb M	GAI	Sport Science & Wellness Educ	11/30/2015	12/12/2015	200.00	B	REH	1XP
Mahlowitz,Erica	GAT	Nursing		12/20/2015	248.64	B	TER	RES
Moore,Stephanie N	GAR	Speech-Lang Path & Audiology	1/19/2016	5/14/2016	145.71	B	HIR	TMP
Patil,Anjni	GAT	Psychology/Counseling		12/20/2015	675.67	B	TER	RES
Spencer,Erik N	GAI	Sport Science & Wellness Educ	11/30/2015	12/12/2015	200.00	B	REH	SPL
Susko,Lauren M	GAT	Speech-Lang Path & Audiology	1/19/2016	5/14/2016	238.23	B	HIR	TMP
White,Michael P	GAI	Sport Science & Wellness Educ	11/30/2015	1/9/2016	200.00	B	HIR	SPL
COLLEGE OF POLYMER SCIENCE & POLYMER ENGINEERING								
Ammar,Ali Makhlof Alwafi	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP
Amrutkar,Ajay R	GAR	Polymer Science	12/20/2015	3/19/2016	846.15	B	REH	TMP
Chamsaz,Elaheh A	GAR	Polymer Science	12/20/2015	12/31/2015	846.15	B	REH	TMP
Chamsaz,Elaheh A	GAR	Polymer Science	1/1/2016	5/14/2016	846.15	B	REH	TMP
Chen,Jiahui	GAR	Polymer Science	12/20/2015	7/30/2016	846.15	B	REH	TMP

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Name	Job Family	Dept	Eff Date	Term Date	Cont Rate	Comp Freq	Action	Reason	
COLLEGE OF POLYMER SCIENCE & POLYMER ENGINEERING (Cont.)									
Chen,Keke	GAR	Polymer Engineering	12/19/2015	1/18/2016	846.15	B	REH	TMP	
Chen,Wei	GAR	Polymer Science	1/1/2016	6/30/2016	846.15	B	REH	TMP	
Chen,Yu-Ming	GAR	Polymer Science	1/1/2016	6/30/2016	961.53	B	REH	TMP	
Childers,Erin P	GAR	Polymer Science	1/1/2016	5/14/2016	961.15	B	REH	TMP	
Chu,Yang	GAR	Polymer Science	1/1/2016	8/27/2016	846.15	B	REH	TMP	
Defante,Adrian P	GAR	Polymer Science	12/20/2015	3/1/2016	961.53	B	REH	TMP	
Eghtesadi,Seyed Ali	GAR	Polymer Science	1/1/2016	6/30/2016	846.15	B	REH	TMP	
Gao,Xiang	GAR	Polymer Engineering	12/20/2015	5/30/2016	846.15	B	REH	TMP	
Gorse,Diane E	GAF	Polymer Science	12/20/2015	8/27/2016	961.53	B	REH	TMP	
Gu,Senlong	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP	
Guo,Yuanhao	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP	
Haso,Fadi	GAR	Polymer Engineering		12/1/2015	990.00	B	TER	RES	
He,Qiming	GAR	Polymer Science	12/20/2015	5/14/2016	846.15	B	REH	TMP	
He,Ruixuan	GAR	Polymer Engineering	12/22/2015	6/30/2016	846.15	B	REH	TMP	
He,Tianda	GAR	Polymer Science	1/1/2016	6/30/2016	961.53	B	REH	TMP	
Hill,Jacob A	GAR	Polymer Science	12/20/2015	5/14/2016	846.15	B	REH	TMP	
Hu,Lang	GAR	Polymer Science		12/20/2015	990.00	B	TER	RES	
Janardhanan,Subadhra	GAR	Polymer Engineering	11/1/2015	5/12/2016	700.00	B	REH	TMP	
Jiang,Fanhui	GAR	Polymer Engineering	11/2/2015	12/31/2015	846.15	B	REH	TMP	
Jiang,Fanhui	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP	
Jiang,Jing	GAR	Polymer Science	12/20/2015	8/27/2016	961.53	B	REH	TMP	
Jin,Hailiang	GAR	Polymer Science	12/20/2015	5/14/2016	961.53	B	REH	TMP	
Joo,Minjung	GAR	Polymer Engineering	2/1/2016	6/30/2016	846.15	B	REH	TMP	
Kaur,Sukhmanjot	GAR	Polymer Science	12/20/2015	8/26/2016	846.15	B	REH	TMP	
Kleinfehn,Alex P	GAR	Polymer Science	1/1/2016	8/27/2016	961.53	B	REH	TMP	
Li,Hui	GAR	Polymer Science	12/20/2015	8/27/2016	846.15	B	REH	TMP	
Li,jiayi	GAR	Polymer Engineering	12/20/2015	6/30/2016	846.15	B	REH	TMP	
Li,Xiaoxiao	GAR	Polymer Science	1/19/2016	7/15/2016	961.53	B	REH	TMP	
Liang,Tian	GAR	Polymer Engineering	12/19/2015	6/30/2016	846.15	B	REH	TMP	
Lin,Panpan	GAR	Polymer Science	1/1/2016	5/14/2016	961.53	B	REH	TMP	
Liu,Chang	GAR	Polymer Science	12/20/2015	8/27/2016	961.53	B	REH	TMP	
Liu,jianning	GAR	Polymer Science	1/1/2016	7/15/2016	961.53	B	REH	TMP	
Liu,jiawei	GAR	Polymer Science	12/20/2015	5/14/2016	865.38	B	REH	TMP	
Liu,Kewei	GAR	Polymer Science	1/1/2016	3/31/2016	961.53	B	REH	TMP	
Liu,Qianhui	GAR	Polymer Science	1/1/2016	5/14/2016	961.53	B	REH	TMP	
Liu,Ruofan	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP	
Liu,Xiaoran	GAR	Polymer Science	12/14/2015	3/31/2016	961.53	B	REH	TMP	
Lopez Gonzalez,Cesar	GAR	Polymer Science	12/20/2015	5/14/2016	846.15	B	REH	TMP	
Luo,Jiancheng	GAR	Polymer Science	12/14/2015	8/27/2016	961.53	B	REH	TMP	
Luo,Yuanyuan	GAR	Polymer Science	1/1/2016	8/27/2016	961.53	B	REH	TMP	
Mehta,Brinda Mayank	GAR	Polymer Science	12/20/2015	2/1/2016	846.15	B	REH	TMP	
Mishra,Kaushik	GAR	Polymer Science	1/1/2016	3/31/2016	846.15	B	REH	TMP	
Modi,Arvind	GAR	Polymer Engineering	1/1/2016	4/30/2016	881.22	B	REH	TMP	
Nyarko,Alex	GAR	Polymer Science	12/20/2015	8/20/2016	846.15	B	REH	TMP	
Peng,Chao	GAR	Polymer Science	1/1/2016	3/31/2016	846.15	B	REH	TMP	
Peng,Fang	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP	
Policastro,Gina M	GAR	Polymer Science	1/1/2016	5/14/2016	961.53	B	REH	TMP	
Rastogi,Alankar	GAR	Polymer Science	1/1/2016	5/14/2016	846.15	B	REH	TMP	
Salata,Ryan R	GAR	Polymer Engineering	1/1/2016	3/31/2016	846.15	B	REH	TMP	

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GRADUATE ASSISTANTS

Name	Job Family	Dept	Eff Date	Term Date	Cont Rate	Comp Freq	Action	Reason
COLLEGE OF POLYMER SCIENCE & POLYMER ENGINEERING (Cont.)								
Scherger, Jacob D	GAR	Polymer Science	12/20/2015	5/14/2016	846.15	B	REH	TMP
Seifert, Gabrielle V	GAR	Polymer Science	9/30/2015	12/19/2015	961.53	B	PAY	OTH
Seifert, Gabrielle V	GAR	Polymer Science	12/20/2015	5/14/2016	961.15	B	REH	TMP
Shokouhi Mehr, Hamideh	GAR	Polymer Engineering	1/19/2016	9/30/2016	954.19	B	HIR	TMP
Singla, Saranshu	GAR	Polymer Science	12/20/2015	8/20/2016	846.15	B	REH	TMP
Sobani, Masoud	GAR	Polymer Engineering	12/20/2015	6/30/2016	846.15	B	REH	TMP
Sun, Liang	GAR	Polymer Science	12/20/2015	5/14/2016	846.15	B	REH	TMP
Sun, Yan	GAR	Polymer Engineering	8/9/2015	5/18/2016	846.15	B	REH	TMP
Sun, Yan	GAR	Polymer Engineering	1/1/2016	5/18/2016	920.00	B	REH	TMP
Swanson, John P	GAR	Polymer Science	1/1/2016	5/14/2016	846.15	B	REH	TMP
Tan, Xin	GAR	Polymer Science	1/1/2016	5/14/2016	846.15	B	REH	TMP
Tiwari, Ankit	GAR	Polymer Engineering	12/14/2015	3/31/2016	846.15	B	REH	TMP
Wang, Enmin	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP
Wang, Qianhe	GAR	Polymer Engineering	1/1/2016	6/30/2016	846.15	B	REH	TMP
Wang, Shijun	GAR	Polymer Science	1/1/2016	3/31/2016	846.15	B	REH	TMP
Willett, Erik A	GAR	Polymer Science	12/20/2015	5/14/2016	865.38	B	REH	TMP
Wright, Colin	GAR	Polymer Science	11/1/2015	12/12/2015	846.15	B	REH	TMP
Xiong, Pa N	GAR	Polymer Science	1/7/2016	5/14/2016	865.53	B	REH	TMP
Yan, Xuesong	GAR	Polymer Science	1/1/2016	5/14/2016	961.53	B	REH	TMP
Yang, Kun	GAR	Polymer Science	1/1/2016	9/30/2016	961.53	B	REH	TMP
Yao, Xuesi	GAR	Polymer Science	12/20/2015	5/14/2016	865.38	B	REH	TMP
Yin, Wenbin	GAR	Polymer Science	1/17/2016	5/14/2016	865.38	B	REH	TMP
Yu, Jiayi	GAR	Polymer Science	1/1/2016	8/27/2016	961.53	B	REH	TMP
Yu, Jie	GAR	Polymer Science	12/20/2015	5/14/2016	865.38	B	REH	TMP
Yu, Qing	GAR	Polymer Science	1/19/2016	8/27/2016	846.15	B	REH	TMP
Yu, Qing	GAR	Polymer Science	3/23/2016	8/27/2016	846.15	B	REH	TMP
Yuan, Shichen	GAR	Polymer Science	1/1/2016	5/31/2016	961.53	B	REH	TMP
Zhai, Yuxin	GAR	Polymer Science	12/20/2015	5/14/2016	865.38	B	REH	TMP
Zhang, Baofang	GAR	Polymer Science	1/1/2016	5/14/2016	990.00	B	REH	TMP
Zhang, Long	GAR	Polymer Science	12/20/2015	5/14/2016	865.38	B	REH	TMP
Zhang, Ren	GAR	Polymer Engineering	12/19/2015	6/30/2016	846.15	B	REH	TMP
Zhao, Yihong	GAR	Polymer Science	1/1/2016	5/14/2016	961.54	B	REH	TMP
Zhong, Jing	GAR	Polymer Engineering	1/1/2016	5/13/2016	324.00	B	REH	TMP
Zhou, Yang	GAR	Polymer Science	12/20/2015	5/14/2016	846.15	B	REH	TMP
UNIVERSITY LIBRARIES								
Cibella, Marc T	GAR	University Press	1/19/2016	5/5/2016	291.73	B	HIR	TMP
Piepho, Scott R	GAR	University Press	1/19/2016	5/6/2016	583.47	B	HIR	TMP

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THE UNIVERSITY OF AKRON

In accordance with rule 3359-25-07, the following recommendations for unclassified staff classification changes are noted as follows:

GRADE	JOB CODE	JOB TITLE	FLSA	REMOVE	EFFECTIVE
120	24124	Benefits Analyst	Exempt		12/21/15
120	27412	Asst Univ Reg Zip Asst Stu Suc Col	Exempt		10/1/15
119	27413	Asst Dir Stu Suc Srvs & ZIP Asst	Exempt		10/1/15
212	27414	Assoc Dir Stu Suc Srvs & Zip Asst	Exempt		12/22/15
121	27509	Asst Dean of Students	Exempt		9/1/15
119	27665	Asst Dir Recruiting & Retention	Exempt		12/22/15
119	27666	Asst Dir Adm M/A/T Recruitment	Exempt		1/5/16
121	27782	COF Asst Dir Stu Engagement	Exempt		1/2/16
122	28119	Sr Assoc Dir NSO	Exempt		10/22/15
119	28533	UA STEM/BRIC Liaison	Exempt		12/23/15
125	28535	Dir Ctr Data Sci, Anly, & IT	Exempt		1/5/16

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In accordance with rule 3359-25-06, the following recommendations for classified staff classification changes are noted as follows:

GRADE	JOB CODE	JOB TITLE	FLSA	REMOVE	EFFECTIVE
119	41323	Coord Admin Svcs-Advancement	Non-exempt		12/22/15
118	47601	Coord Admissions	Non-exempt		12/22/15

Guide to Terminology Used in Personnel Reports

Term	Definition/Explanation
Adjunct Appointment	Appointment to a full-time or part-time position, normally without pay. Individuals in this category are affiliated with the University for a specific purpose usually involving academic research/teaching. Appointment provides the individual with access to University systems/services as determined by the department/college.
Appointment	New hire of an individual to an approved Faculty, Contract Professional or Staff position. The appointment can be full-time or part-time, temporary or regular.
Department/School Chair	Faculty member appointed to provide leadership to an academic department or school within a college. Department/School Chair appointments normally cover the entire academic year (12-month appointment). A Faculty member's salary will be converted from 9-month to 12-month status using an approved formula to reflect the additional time worked. A stipend (currently calculated as 1/11 th of the converted salary) is awarded for assuming the additional responsibilities of a Department/School Chair. 1/10 th of the stipend is converted to base each year that the individual serves as a Department/School Chair.
Discharge	Involuntary termination of appointment.
Job Audit/Reclassification	Under University Rule 3359-25-10 the University may initiate audits and reviews of positions and classifications within the approved University Classified (3359-25-06) and Unclassified (3359-25-07) classification plans. In addition, employees may submit a request to determine if their current position is appropriately classified. The employee submits a Position Description Audit Questionnaire (PDAQ) to their immediate supervisor to initiate the job audit process. The immediate supervisor and second level supervisor are required to review and approve the information submitted on the PDAQ. Once the PDAQ is approved, it is submitted to the Classification Unit in Talent Development & Human Resources. The Classification Unit will review the PDAQ and determine if the position is appropriately classified or not. If the Classification Unit determines that the position is not classified correctly, it will provide a recommendation to change the classification. The recommendation will be reviewed and approved by the employee's management up to and including the appropriate Vice President. The approved recommendation will then be submitted to the University's Board of Trustees for approval.

Leave Without Compensation	If an employee is unable to work due to a documented medical condition or for other approved reasons and they have exhausted all accrued sick leave, vacation leave and compensatory time that they are entitled to use, the employee may continue their approved absence from work without pay and will retain status as a University employee.
Market Increase	The Classification unit in Talent Development & Human Resources will, upon request from a dean or vice president, conduct a market evaluation of a position or positions to determine if the University is providing an appropriate level of compensation. If it is determined that the current level of compensation is below the established market, a recommendation will be made to adjust the current level of compensation.
Merit Increase	Increase in pay granted for meeting established performance criteria.
Non-Renewal	Separation of employment of a Contract Professional employee without cause in accordance with the requirements established in University Rule 3359-22-01. The University is required to provide notice in writing to the affected Contract Professional employee. If the individual has two years or less service with the University, they will receive three months' notice. If the individual has more than two years of service, six months' notice is required.
Offline Salary Adjustment	Increase in salary that occurs outside of annual salary review process. Recommendations for offline salary adjustments are submitted by the appropriate Vice President to Talent Development & Human Resources for review and approval. Offline salary adjustments are normally recommended when specific market (internal or external) or equity (internal) issues exist with an individual's salary. Offline increases may also be recommended as a result of a reorganization involving a change in responsibilities.
Probationary Removal	Classified civil service employees are required to serve and successfully complete a probationary period following any initial appointment into a classified civil service position. If an employee's service is found to be unsatisfactory, the employee may be removed from the position at any time during the probationary period. The length of the probationary period is 120 days for classified civil service employees/CWA bargaining-unit employees and one year for Police Officers in the FOP bargaining unit. A probationary classified civil service employee duly removed for unsatisfactory service does not have the right to appeal the removal to the State Personnel Board of Review. A probationary bargaining unit employee is not permitted to appeal the removal decision under the terms of the collective bargaining agreements.

Promotion	The movement of an employee from one position to another budgeted position at a higher classification and pay range; or a higher salary where a pay range does not exist. The former position becomes vacant.
Resignation	A voluntary termination of employment.
Salary Basis Change	A change in appointment status for an employee, 12-month to 9-month or vice-versa.
Status Change	A change in pay group, job family or job function.
Stipend	Contract Professional and non-bargaining unit staff employees may receive a temporary stipend for substantial increases in responsibility for activities outside of the normal scope of the employee's assigned classification (University Rule 3359-11-12.1). Full-time Faculty may receive a stipend for primarily administrative functions requiring substantial increases in responsibility and for activities not included in the ordinary load of teaching, research, and professional service for full-time faculty (University Rule 3359-11-12).
Supplemental	Additional compensation provided for completion of assigned job responsibilities.
Temporary Appointment	An appointment for a limited period of time with a specific beginning and ending date.
Tenure Change	A change to the date for tenure eligibility for a full-time faculty member in a tenure-track position.
Title Change	An employee remains in their budgeted position, but the title changes and there may be an increase in salary. No vacancy is created by the move.
Transfer	Lateral move of an employee from one department to another department, where the employee stays in the same classification.
Training/Apprenticeship	The Collective Bargaining Agreement between the University and the Communication Workers of America contains language in Addendum A that authorizes the Office of Talent Development & Human Resources to develop and administer a Job Enrichment and Apprenticeship Program for CWA bargaining-unit employees. Employees selected to participate in the program are given an opportunity to expand their knowledge and skills. In return, these employees are provided with an increase in pay to reflect the expanded knowledge/skill set that they have developed. All increases in pay are awarded in accordance with approved Wage Progression Schedule.

FINANCE & ADMINISTRATION COMMITTEE

TAB 2

QUARTERLY FINANCIAL REPORT

FOR JULY-DECEMBER 2015



OHIO's POLYTECHNIC UNIVERSITY

The University of Akron
Summary of Budget to Actual Comparison
For the Six Months Ended December 31, 2015

Operating Revenues

Line Item Reference

- 1 **Net tuition and fees** – The tuition and fees recorded to date are net of the scholarship allowance. Enrollment was slightly better than budgeted for the fall semester by approximately 1 percent while summer enrollment lagged budget by (9 percent). By fiscal year end, these revenues will likely fall short of budget by approximately \$8 to \$10 million due primarily to the elimination of the upper division program fee. For the six months, this revenue source is down 1 percent compared to the prior year.
- 2 **State share of instruction (SSI)** – The SSI is tracking consistent to budget, and an expectation is for that to continue through the remainder of the fiscal year. For the six months, this revenue source increased \$4.5 million or 9 percent.
- 3-5 **Federal, state and other grants** – These revenues represent grant activity and are largely driven on cost reimbursements in that revenues are earned when the grant expenses are incurred. By its nature, this revenue activity varies from period to period.
- 7 **Auxiliaries / sales and services** – These revenues are associated with all auxiliary operations, sales and service, and testing operations. Several significant changes to operations have occurred including the servicing and implementation of a contract of dining to Aramark and operational changes made to E. J. Thomas Hall and Telecom operations.
- 8 **Other revenue** – To date, one quarter of the budgeted Quaker Square lease payment and all of the expected Coca Cola commission have been earned.
- 9 **Distributions from UA, UAF & UARF** – The vast majority of distributions have occurred so scholarship awards and other expenses may be managed for the entire year, which is consistent with years past.

Operating Expenses

- 10 **Administrative** – This expense activity reflects expenses of the vice presidential units. The spending is just over 45 percent of budget.

Line Item Reference

- 11 **Academic** – This expense activity reflects expenses of the colleges. The academic expenses are trending favorably in comparison to the annual budget year at 44 percent.
- 12 **Academic support** – This expense activity includes the Library and the Office of Academic Affairs. The spending is just over 53 percent and is tracking to budget.
- 13 **Central** – This expense reflects expenses that are assigned centrally. The largest components include graduate assistant fee remissions (\$23 million) and scholarship expenses (nearly \$27 million). For FY16, a sizable volume of former central expenses were budgeted and then assigned to the Administrative or Academic areas to oversee.
- 14 **Student services** – This expense activity includes Student Success and Enrollment Management functions. At approximately 51 percent of budget, it is tracking favorably to budget.
- 15 **New strategic initiatives (NSI)** – Approximately \$6 million has been identified as NSI candidates while related expenses incurred thus far approximate \$1.2 million.
- 16 **Grant expenditures** – These expenditures represent direct expenses associated with externally funded activity and are supported from the grant revenue shown in lines 3 to 5.
- 17 **Auxiliaries / sales and services** – Refer to Auxiliaries / sales and services above (Line 7).
- 18 **Depreciation expense** – This expense is a reasonable estimate of depreciation based upon the University's capital asset balances and depreciation schedules and is tracking to the annualized amount of \$41.2 million.

Non-operating

- 19 **Capital bill** – This revenue activity represents the activity affiliated with state-funded projects and is largely based on the activity and progress made on the various funded projects including the Zook Hall renovation.
- 22 **Interest expense** – This expense is largely recorded in January and June, respective to when the bond payments are made.
- 24 **UA endowment distribution** - The vast majority of distributions have occurred so scholarship awards and other expenses may be managed for the entire year, which is consistent with years past.

Additions to (deductions from) Cash

- 25 **Add Back Depreciation**
- 27 **Principal repayment**

The University of Akron
 Budget to Actual Comparison
 Six Months Ended December 31, 2015
 (\$ in thousands)

	FY16		
	Actual	Annual Budget	Percent of Budget
Operating Revenues:			
1 Net tuition and fees	\$ 122,676	\$ 253,612	48 %
2 State share of instruction	54,822	105,985	52
3 Federal grants	8,986	20,255	44
4 State grants	2,794	8,635	32
5 Other grants	5,173	14,086	37
6 Gifts	1,894	200	947
7 Auxiliaries / sales and services	23,353	61,799	38
8 Other revenue	260	2,523	10
9 Distributions from UA, UAF & UARF	<u>5,968</u>	<u>9,788</u>	61
Total operating revenues	225,926	476,883	47
Operating Expenses:			
10 Administrative	26,400	59,015	45
11 Academic	72,583	166,476	44
12 Academic support	5,686	10,818	53
13 Central	36,077	72,450	50
14 Student services	8,424	16,378	51
15 New strategic initiatives	1,199	10,407	12
16 Grant expenditures	11,728	36,976	32
17 Auxiliaries / sales and services	29,911	58,745	51
18 Depreciation	<u>20,394</u>	<u>40,650</u>	50
Total operating expenses	212,403	471,914	45
Operating income	13,523	4,969	272
Non-operating:			
19 Capital bill	6,548	9,500	69
20 Capital gifts	355	200	177
21 Addition to endowment principal	100	200	50
22 Interest expense	(11,078)	(18,414)	60
23 Investment earnings	856	4,230	20
24 UA endowment distribution	<u>2,638</u>	<u>(2,730)</u>	(97)
Total non-operating	(581)	(7,014)	8
Net income	\$ 12,942	\$ (2,045)	(633)
Additions to (deductions from) cash:			
25 Add back depreciation	\$ 20,394	\$ 40,650	50
26 Capital expenditures	(22,160)	(18,387)	121
27 Principal repayment	<u>(18,245)</u>	<u>(20,218)</u>	90
Net cash flow	<u>\$ (7,069)</u>	<u>\$ 0</u>	

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Acceptance of the Quarterly Financial Report for July 1, 2015 through December 31, 2015

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on February 10, 2016, accepting the Quarterly Financial Report for July 1, 2015 through December 31, 2015, be approved.

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

FINANCE & ADMINISTRATION COMMITTEE

TAB 3

**QUARTERLY INVESTMENT REPORT
FOR JULY-DECEMBER 2015**



**The University of Akron
Investment Report
For the period July 1, 2015 through December 31, 2015**

SUMMARY

Operating Funds

The Operating Funds posted an overall six-month rate of return (ROR) of (0.9 percent). Investments yielded a loss (e.g. dividends, unrealized activity) of (\$1.5 million) for the six months ended December 31, 2015.

PFM manages the Short- and Intermediate-Term Fixed Income Investments as well as a Cash & Equivalents portfolio. PFM's ROR, net of fees, aggregated 0.3 percent; the investments yielded income (e.g. dividends, unrealized activity) resulting in \$0.5 million [\$114.6 million average quarterly balance].

The Long-Term Investments managed by Legacy achieved a ROR of (4.0 percent); the investments yielded a loss (e.g. dividends, unrealized activity) of (\$2.0 million) [\$46.1 million average quarterly balance].

The \$1.2 million in realized income trails year-to-date budget of \$1.6 million by \$0.4 million.

Endowments

The Endowments posted a blended ROR of (6.7 percent), or (\$3.1 million), for the calendar year ended December 31, 2015.

The Pooled Endowments managed by Cambridge achieved an overall one-year ROR of (4.1 percent), or (\$3.4 million) [\$54.9 million average quarterly balance], while the blended return of the Separately Invested Endowments posted an overall ROR of (4.3 percent), or \$0.3 million [\$6.0 million average quarterly balance].

Of Cambridge's portfolio, Oak Associates achieved the highest one-year ROR at 8 percent [\$5.7 million balance at December 31], while the RS Global Natural Resources achieved the lowest ROR at (38.0 percent) [\$2.2 million balance at December 31].

The Separately Invested Endowments were invested in accord with donor stipulations. The highest ROR for the calendar year ended December 31 was the Oelschlager Leadership Award portfolio, invested at Key Bank, at 8.5 percent on market value of \$2.0 million at December 31. The lowest ROR for the six months ended December 31 was the Constitutional Law endowment, invested at Key Bank, at (6.5 percent) on market value of \$2.5 million at December 31.

THE UNIVERSITY OF AKRON
OPERATING Funds Investment Report
For the Six Months Ended December 31, 2015

Exhibit 1

Investment Income for the Six Months Ended December 31, 2015

- Over Budget
- Under Budget

Interest and Dividends less Fees
 Unrealized Market Change
 Total Investment Income/(Loss)

	Six Months			Over/ (Under)
	Actual	Budget	Variance \$	
Interest and Dividends less Fees	\$ 1,191,957	\$ 1,604,500	\$ (412,543)	●
Unrealized Market Change	\$ (2,680,182)			
Total Investment Income/(Loss)	\$ (1,488,225)			

Investment income/(loss) is the sum of interest and dividends less fees, plus any realized and unrealized gains/(losses). The change in unrealized gains/(losses) is only posted at year end.

Exhibit 2

Net Rates of Return for the Period Ended December 31, 2015

- Above Benchmark
- 0-100 Basis Pts Below Benchmark
- >100 Basis Pts Below Benchmark

Portfolio/Advisor

Cash and Cash Equivalents / PFM & JPMC
 Merrill Lynch 3 Month Treasury Index

Short-Term Fixed Income / PFM
 Merrill Lynch 1-3 Year Treasury/Agency Index

Intermediate-Term Fixed Income / PFM
 Merrill Lynch 1-10 Year Treasury/Agency Index

Long-Term / Legacy
 Policy Balanced Index

Total Operating Funds

Market Value (Excl. Accrual)	Net Rates of Return		
	Quarter ROR/Benchmark	One Year ROR/Benchmark	Two Year ROR/Benchmark
\$ 10,800,927	0.05% ● 0.03%	0.19% ● 0.05%	0.14% ● 0.04%
46,855,061	-0.22% ● -0.43%	0.77% ● 0.56%	0.81% ● 0.59%
52,475,375	-0.29% ● -0.84%	1.46% ● 1.24%	2.31% ● 2.00%
46,793,216	3.03% ● 2.72%	-0.89% ● -1.39%	NA NA
\$ 156,924,578	0.43%	0.15%	0.91%

The Cash and Cash Equivalents portfolio funds all liquidity needs; fixed-income assets and the Long-Term Portfolio serve to generate investment income.

The returns on the fixed income portfolios were generally better than their respective Merrill Lynch benchmarks but still negligible given the current interest rate environment.

Exhibit 3

Operating Funds Policy Compliance: Asset Allocation

- Compliant
- Noncompliant

Cash and Cash Equivalents
 Short-Term Fixed Income
 Intermediate-Term Fixed Income
 Long-Term

Policy Guidelines	Current Allocation	Compliance Indicator
Cash and Cash Equivalents	6.9%	●
Short-Term Fixed Income	29.9%	●
Intermediate-Term Fixed Income	33.5%	●
Long-Term	29.8%	●

December 31 represents one of the two lowest points in the cash flow cycle which is tied to the receipt of tuition dollars to fund University operations. Although the allocation of Cash and Cash Equivalents was below the minimum range of the policy guidelines, almost all the invested assets in the two fixed income portfolios can provide daily liquidity if needed.

Exhibit 4

State Compliance: Portfolio Composition and Credit Quality

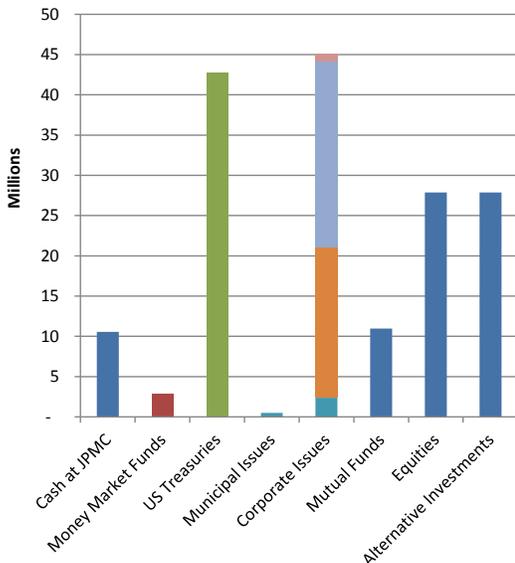
- Compliant
- Noncompliant

Section 3345.05 of the Ohio Revised Code states:

A stipulation that investment of at least 25% of the average amount of the investment portfolio over the course of the previous fiscal year be invested in securities of the U.S. Government or its agencies or instrumentalities, the treasurer of state's pooled investment program, obligations of the State or any political subdivision of the State, certificates of deposit of any national bank located in the State, written repurchase agreements with any eligible Ohio financial institution that is a member of the federal reserve system or federal home loan bank, money market funds [MMFs], or bankers acceptances maturing in 270 days or less which are eligible for purchase by the federal reserve system, as a reserve.

Ohio Revised Code §3345.05 Compliance

	Market Value	Actual Allocation	Compliance Indicator
Cash, MMFs, US Treas, Comm Paper, Muni Issues:	\$ 67,536,977	43%	●



	Cash and Cash Equivalents	Short-Term Fixed Income	Intermediate-Term Fixed Income	Long-Term
Cash at JPMC	\$ 10,547,920			
Money Market Funds	253,006	\$ 51,441	\$ 198,151	\$ 2,418,764
U.S. Treasuries		20,696,834	22,070,558	
Municipal Issues		500,330		
CDs		8,721,368	2,078,604	
Corporate Issues		16,885,088	28,128,061	
Mutual Funds-Fixed				10,952,502
Equities				27,860,796
Alternative Invest.				5,561,155
Total Operating Funds	\$ 10,800,927	\$ 46,855,061	\$ 52,475,375	\$ 46,793,216

Note: The money Market Funds are held at PFM

THE UNIVERSITY OF AKRON
ENDOWMENT Funds Investment Report
For the Six Months Ended December 31, 2015

Exhibit 1

The University of Akron
Components of and Net Change - Total Endowments
Fiscal Years Ended 2013 - 2015
And Six Months Ended December 31, 2015



The four categories that comprise the Market Value changes from period to period are as follows:
Gifts & Transfers, Net, Endowment Distributions, Administrative Fee, and Investment Income.
 Select categories are discussed below.

Gifts & Transfers, Net

Most Gifts & Transfers to the University have been given in support of existing University endowments.

Endowment Distributions

Distributions made from the endowments based on spending policy, which is 5% of a 3-year moving average.

Administrative Fee

A 1% fee is assessed by the University to all pooled endowments. The proceeds of this fee help to fund the Scholarship for Excellence.

Investment Fees

Represents known advisor, manager, and custodial fees. The fees do not represent all investment costs as some fees are imbedded within investments, net of returns, and are not readily determinable.

THE UNIVERSITY OF AKRON
ENDOWMENT Funds Investment Report
For the Six Months Ended December 31, 2015

Exhibit 2

Net Rates of Return for the Periods Ended December 31, 2015 by Portfolio Composite

- Above Benchmark
- 0-100 Basis Pts Below Benchmark
- >100 Basis Pts Below Benchmark

	Net Rates of Return									
	Pooled Market Value	Three Months ROR/Benchmark		One Year ROR/Benchmark		Annualized Trailing 3 Years ROR/Benchmark		Annualized Since Inception ROR/Benchmark		
POOLED Portfolio Composite	\$ 55,530,775	2.2%	●	-4.1%	●	5.3%	●	5.5%	●	
<i>Policy Balanced Index</i>		2.3%	●	-2.8%	●	5.5%	●	5.9%	●	
<i>Note: Cambridge's performance is imbedded within the 3 year and since inception returns.</i>										

Exhibit 3

Net Rates of Return for the Periods Ended December 31, 2015 by Investment Manager

- Above Benchmark
- 0-100 Basis Pts Below Benchmark
- >100 Basis Pts Below Benchmark

	Net Rates of Return									
	Market Value (Excl. Accrual)	Three Months ROR/Benchmark		One Year ROR/Benchmark		Annualized Trailing 3 Years ROR/Benchmark		Annualized Since Inception ROR/Benchmark		

The rates of return are reported net of all fees including advisory, custodial, and management fees.

POOLED ENDOWMENTS

U.S. Public Equity

Oak Associates (Growth)	\$ 5,722,750	10.4%	●	8.0%	●	15.5%	●	7.1%	●
<i>Russell 1000 Growth Index</i>		7.3%		5.7%		16.8%		8.5%	
iShares S&P 500 ETF	3,622,716	7.0%	●	1.3%	●	NA	○	8.1%	●
<i>S&P 500 Index</i>		7.0%		1.4%		NA		8.2%	

Non-U.S. Public Equity

Vanguard FTSE Developed ETF	2,575,749	3.7%	●	-0.4%	●	NA	○	-1.9%	●
<i>First Eagle Overseas Fund</i>	3,906,726	4.5%	●	2.6%	●	NA	○	-0.2%	●
<i>MSCI EAFE Index</i>		4.7%		-0.8%		NA		-2.7%	
Tweedy Browne Global Value	3,510,128	2.6%	●	-1.5%	●	NA	○	0.3%	●
<i>MSCI EAFE Index (Hedged)</i>		6.4%		5.0%		NA		7.2%	

Emerging Markets Equity

Vanguard FTSE EM ETF	2,575,749	-0.7%	●	-15.8%	●	NA	○	-5.2%	●
<i>FTSE All-World Emerging</i>		0.3%		-15.5%		NA		-6.2%	
DFA Emerging Markets Fund	2,610,481	-1.0%	●	-18.8%	●	NA	○	-9.8%	●
<i>MSCI Emerging Markets Index</i>		0.7%		-14.9%		NA		-6.4%	

Global Equity

FPA Crescent Fund	4,439,628	2.8%	●	-2.1%	●	NA	○	2.2%	●
<i>MSCI World Index</i>		5.5%		-0.9%		NA		2.3%	
Gardner Russo & Gardner	3,657,132	4.6%	●	4.2%	●	NA	○	3.3%	●
<i>S&P 50060%/MSCI EAFE Index 40%</i>		6.1%		0.5%		NA		2.6%	

Absolute Return

GMO Benchmark-Free	5,606,378	1.5%	●	NA	○	NA	○	-6.6%	●
Standard Life GARS	2,790,733	0.8%	●	NA	○	NA	○	-0.3%	●
AQR Managed Futures	2,517,359	-3.6%	●	NA	○	NA	○	-2.9%	●
<i>HFRI FOF Conservative Index</i>		0.2%		NA		NA		0.6%	

Real Assets

RS Global Natural Resources	2,235,645	-6.1%	●	-38.0%	●	NA	○	-35.3%	●
<i>S&P Global Natural Resources Index</i>		0.4%		-24.5%		NA		-18.1%	
Van Eck Gold Fund	1,029,062	-0.4%	●	-24.2%	●	NA	○	-29.5%	●
<i>NYSE Arca Gold Miners Index</i>		0.7%		-25.5%		NA		-32.0%	
Franklin EM Debt Opportunities	1,809,204	1.3%	●	NA	○	NA	○	-4.6%	●
<i>JPM GBI-EM Broad Diversified</i>		-0.2%		NA		NA		-12.1%	

Bonds & Cash

First Merit Bank	1,676,132	-0.7%	●	0.9%	●	1.0%	●	2.6%	●
iShares Total U.S. Bond ETF	4,624,232	-0.5%	●	0.5%	●	NA	○	2.6%	●
<i>Barclays Aggregate Bond Index</i>		-0.6%		0.5%		1.4%		4.6%	
Liquidity Account & Investment Cash	620,971	NA		NA		NA		NA	
Cash	(812,058)	NA		NA		NA		NA	

SEPARATELY INVESTED ENDOWMENTS

Oelschlagel Leadership Award	\$ 2,045,683	10.8%	●	14.2%	●	NA	○	NA	○
<i>S&P 500 Index</i>		7.4%		1.4%		NA		NA	
Seiberling Chair in Constitutional Law	1,102,121	-0.6%	●	-9.2%	●	NA	○	NA	○
<i>Barclays Aggregate Bond Index</i>		-0.6%		0.6%		NA		NA	
ORSP	2,459,152	1.7%		-2.21%		NA		NA	
Timken	524,480	NA		NA		NA		NA	
Life Insurance Policy	605	NA		NA		NA		NA	

THE UNIVERSITY OF AKRON
ENDOWMENT Funds Investment Report
For the Six Months Ended December 31, 2015

Pooled Endowments Policy Compliance: Asset Allocation

Exhibit 4

- Compliant
- Noncompliant

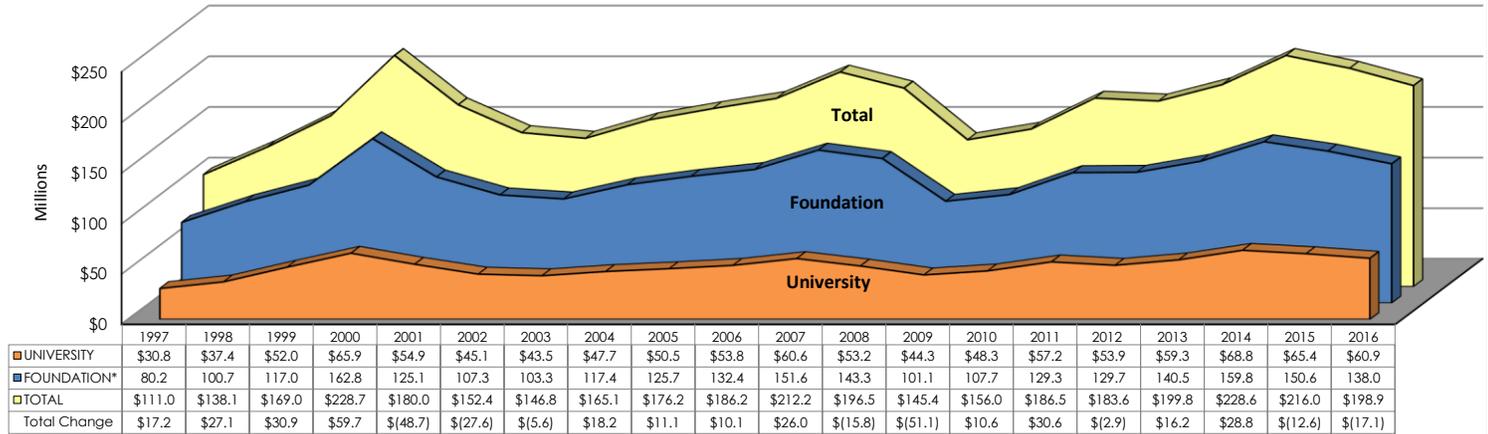
	Policy Guidelines		Actual Allocation	Compliance Indicator
	Range	Target		
Global Equity	40-80%	60%	58.7%	●
U.S. Equity	15-50%		16.8%	
Non-U.S. Equity	15-50%		18.0%	
Emerging Markets Equity	0-20%		9.3%	
Global Equity	0-15%		14.6%	
Absolute Return	0-25%	15%	19.7%	●
Real Assets *	10-25%	12%	9.1%	●
Bonds & Cash	10-25%	13%	12.5%	●

The new investment policy by Cambridge Associates establishes four broad asset class groups: Global Equity, Absolute Return, Real Assets, and Bonds & Cash. The sub-categories within the broad groups suggest allowable ranges but not specific targets providing flexibility for the portfolio's allocation to change as conditions change.

* Prior to Cambridge, the University did not have any allocation to Real Assets.

The University of Akron and Foundation
Endowments Balances
At June 30, 1997 - 2015
And Six Months Ended December 31, 2015

Exhibit 5



*Foundation value represents 9.30.15 market value due to the timing of this report

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Acceptance of the Quarterly Investment Report for July 1, 2015 through December 31, 2015

BE IT RESOLVED, that the recommendation presented by the Finance & Administration Committee on February 10, 2016, accepting the Quarterly Investment Report for July 1, 2015 through December 31, 2015, be approved.

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

FINANCE & ADMINISTRATION COMMITTEE

TAB 4

COURSE FEES

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Proposed Course Fees

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on February 10, 2016 to establish course fees as follows, be approved.

- Effective summer 2016, \$600 per semester for protective clothing (turnout gear) proposed by the Training Center for Fire and Hazardous Materials
- Various fees associated with the new Asia Study Abroad Program in The University of Akron School of Law as attached

Paul A. Herold, Secretary
Board of Trustees

FEE PROPOSAL FOR ASIA STUDY ABROAD PROGRAM
School of Law

To: Board of Trustees and Nathan Moritmer
(cc: Mike Sherman, Rex Ramsier, Amy Gilliland)

From: Matt Wilson, Dean, School of Law

Date: November 3, 2015

INTRODUCTION

In May 2015, The University of Akron School of Law (“Akron Law”) faculty unanimously approved the Asian study abroad experience briefly detailed herein. The Office of Academic Affairs granted approval to proceed with the program later that same month. My memorandum to the Office of Academic Affairs is attached to this fee proposal as Attachment A. The American Bar Association has also reviewed the program, and approved it for participation by students at other law schools. At this stage, we need to quickly finalize the fees associated with this program. This proposal seeks to set the program fees and confirm the tuition.

Akron Law is positioned to take an innovative approach to international legal studies. With its international faculty and support from the University, Akron Law can further distinguish itself in the areas of international, comparative, and transnational law. It can also provide law students with an invaluable educational experience that prepares them for international careers as well as the practice of law across political, legal, and cultural boundaries. The global economy and demand for legal professionals trained both in the U.S. and international law is more prevalent than ever given the complexities and competitiveness of the world. By pursuing international relationships and foreign programs, Akron Law can play a vital role in attracting and educating U.S. students from many ethnic and cultural backgrounds. It can also attract foreign students from various countries around the world as well as it expands its reach and influence. Based on the aforementioned goals, Akron Law has developed an Asian Study Abroad Program.

STUDY ABROAD PROGRAM – BRIEF DESCRIPTION

Relying on my experience in Asia, I have forged relationships with NAGOYA UNIVERSITY (world-class national research university in Central Japan) and KYUNG HEE UNIVERSITY (elite private institution in Seoul, South Korea). In partnership with these two institutions, Akron Law has announced an innovative dual country (Japan/South Korea), tri-city (Tokyo, Nagoya, and Seoul), quad-week program that will take place from mid-July to mid-August each year. The inaugural program will convene in 2016 utilizing local assistance and campuses of these two partner universities. Students from Akron Law, transient students from other U.S. law schools, and our partners may participate in this program. Akron Law will grant academic credit to its own students and transient students from other U.S. law schools.

The inaugural study abroad session will include six total credits including courses on international negotiations, global tort law, international contracting strategies, and international commercial arbitration. Utilizing my expertise in international programming, I am leading the program during its initial year while drawing on significant support of others within the law school including Professor Sarah Cravens (Assistant Dean of Global Engagement) and Anthony

Colucci (Assistant Director of Admissions). The program instructors will include me, Professor Sarah Cravens (Assistant Dean of Global Engagement), and one of my former students, who is currently working for a top South Korean law firm. In addition to the course offerings, the program will include field trips to local legal institutions, guest lectures, social activities, and opportunities to interact with legal experts and practitioners. For the inaugural study abroad session, approximately 40 Akron Law students have already expressed a potential interest in taking advantage of this new and unique opportunity. Prospective students are also indicating significant interest.

Students can apply federal financial aid and private loans to help fund their participation in the study abroad program. Akron Law is making special efforts to secure special scholarship funding to support students and this international initiative. Housing and transportation will be charged separately. Every effort will be made to minimize costs. The cost of housing will depend on the availability of dorm space at our partner institutions. If dorm space is not available, then we will turn to affordable hotels in close proximity to our partner institutions. Assuming the use of affordable hotels, the estimated lodging cost will be around \$1,500 for the entire trip. Airfare will likely range from \$1,500 to \$2,000.

FINANCES

This study abroad program will be financially self-sufficient. Seed money exists in the Dean's budget to fund the start-up costs of this innovative program. The courses taught in the program will enhance our current offerings. All courses taught will meet, if not exceed, the standards for courses offered by Akron Law. With the ABA-accreditation of this program enabling law students from other U.S. law schools to participate in the program, we have the opportunity of generating additional income for the law school. Also, providing our students with a study abroad program will allow us to retain credits some of the revenue potentially lost to other study abroad programs.

A. Proposed Tuition

The tuition charged for the Asia Study Abroad Program will be the standard Akron Law tuition. This is currently \$712.53 per credit for residents. Non-resident students pay the same tuition rate, except that non-residents must additionally remit a surcharge of \$50 per semester. These same tuition rates will be applied to both Akron Law students and transient students from other ABA-accredited law schools (collectively the "Students"). Students may take up to a maximum of 6 credits during the Asia Study Abroad Program. The total cost of tuition for an Ohio resident would be \$4,275 for six credits. In exchange for the payment of tuition and successful completion of each course, Akron Law will grant the respective academic credits to the Students.

B. Proposed Fees

In addition to the standard tuition, we would like to propose the following fee structure:

1. *Special program fee of \$500.* This fee would be directed to the law school to help cover local costs including extracurricular activity costs such as professional networking events, admission fees to legal/cultural institutions, local transportation to required legal/cultural excursions, and special costs incurred by the instructors during the course of the program including transportation, lodging, and other costs.

2. *Waiver of the fees typically charged to law students studying in Akron.* Because the participants in the Asia Study Abroad Program will not be studying at main campus in Akron, they will not be availing themselves of the standard services. Fees charged to an Akron Law student enrolled in six credits during the summer semester are approximately \$608. We propose that students pay fees only for services used during the summer semester. If a student is only studying overseas, then we respectfully request waiver of the main campus fees as detailed below.

With the imposition of the \$500 special program fee detailed above to cover overseas expenses, we wish to avoid a “double” fee situation whereby students are covering costs incurred both overseas and costs at main campus. We also would like to keep the study abroad program affordable particularly given the additional costs associated with a study abroad experience such as airfare, lodging, and local transportation. Accordingly, we request a waiver of the following fees:

- a. General service fee (*health professionals, intramurals, student organizations, athletic events* - \$16.45 per credit)
- b. Facilities fee (*student union, wellness fee, stadium* - \$28.50 per credit)
- c. Administrative fee (*registration and transcripts* - \$30 per semester)
- d. Transportation fee (*parking lots, shuttle, etc.* - \$130 summer fee)
- e. Technology fee (*computers/internet on campus* - \$16.50 per credit)
- f. Course fee – Law (\$110 per course). In essence, the \$500 special program fee would take the place of the course fees that are typically returned to the law school each semester for library related acquisitions.

REQUESTED ACTION

Akron Law is simultaneously faced with enormous tasks and potential in the current legal education environment. President Scarborough has challenged us to find new opportunities for the law school in terms of revenue, reputation, and quality. It is requested that the Board of Trustees approve the tuition and fees described above for the forthcoming Asia Study Abroad Program.

Attachment A

PROPOSAL FOR STUDY ABROAD PROGRAM IN JAPAN AND SOUTH KOREA

To: Mike Sherman, Provost & Rex Ramsier, Vice Provost
(cc: Holly Harris Bane)

From: Matt Wilson, Dean, School of Law

Date: May 11, 2015

INTRODUCTION

On May 7, 2015, The University of Akron School of Law faculty unanimously approved the study abroad experience detailed herein. As Dean, I would like to propose a dual country Asia study abroad experience with Session I of the study abroad experience held in **Nagoya, Japan** at the University of Nagoya (<http://law.nagoya-u.ac.jp/en/>) and Session II occurring in **Seoul, South Korea** at Kyung Hee University. This law program will be the only two-country program of its kind involving Japan and South Korea.

STUDY ABROAD PROGRAM

The proposed Asia Study Abroad program will offer six credits of law courses (three international-related courses) taught over 3-4 weeks with time split between Japan and South Korea. Ideally, the Kyung Hee portion of the study abroad program will hopefully overlap at some point with a Legal English Institute in Seoul that is currently in development. In addition to the course offerings, the program will include field trips to local legal institutions, guest lectures, social activities, and opportunities to interact with legal experts and practitioners.

This study abroad program will be financially self-sufficient. Seed money exists in the Dean's budget to fund the start-up costs and some limited scholarships. The courses taught in the program will enhance our current offerings. All courses taught will meet, if not exceed, the standards for courses offered by Akron Law. We will seek ABA-accreditation of this program to enable law students from other U.S. law schools to join, thereby generating additional income for the law school.

C. Time Frame for Implementation

The target start date is summer 2016. The exact timing of the summer program will be determined in consultation with our partners. To realize the benefits described below, it is suggested that we move forward with this program immediately.

D. Target population

This program will be open to Akron Law students in good academic standing who have taken more than 18 credits. To the extent that the Asia Study Abroad program has received the necessary approvals from the ABA, we will open the program to law students from other law schools that are in good academic standing.

To supplement the number of participants in the program, we may want to explore collaborative relationships with (i) American law schools that do not compete directly with Akron Law; (ii) Canadian law schools; and (iii) other graduate programs at The University of Akron. Inviting UA graduate students to participate in the program may have substantial benefits.

To enhance the international experience of Akron Law students, the courses will also be open to law students at both Nagoya University and Kyung Hee University. Nagoya University hopes to have some of its students also join in the portion offered in Seoul. If there is sufficient interest, we will hopefully have students from the U.S., Japan, and Korea in the same classroom.

Akron Law will be responsible for recruiting U.S. and Canadian law students to participate in our study abroad program. Naturally, the primary challenges facing any additional recruiting are: (i) funding and (ii) manpower. In light of our precious resources, we will pursue a prudent approach to recruitment. In fact, we can reap much success if we target certain populations within law schools and implement cost-effective recruitment methods. Nagoya University and Kyung Hee University will be responsible for recruiting their students into the Asia Study Abroad program. However, one of my goals is putting together an introductory page for our website in Japanese, Korean, and Chinese. Our study abroad opportunity can be included on this page.

C. Courses

Each year, at least three credits worth of courses will be offered in each country in English. This may take the form of a single 3-credit course, or the combination of a 2-credit course and 1-credit course. In generating student interest, the 2-credit/1-credit module might be most appealing. Courses will be determined on a year-by-year basis in consideration of student interests and faculty availability. With my contacts in Asia, the use of adjuncts is a possibility as well to minimize costs and expose the students to local practitioners.

To attract students, we naturally need to be sensitive to the interests of American JD students as well as students at Nagoya University and Kyung Hee University. We

will offer specific courses and supplementary activities with a view to making them relevant to contemporary society, real world application, and the students' career interests. Based on my personal experience, some of the courses that will likely attract both American JD students and Japanese/Korean students include:

- International Negotiation
- International Contract Drafting
- International Dispute Resolution
- International Intellectual Property
- International Trade
- International Taxation
- International Human Rights
- Global Internet Law
- Asia Law Perspectives: Japan, Korea & China
- Business Planning for Cross-Border Transactions

The courses suggested above are for proposal purposes only. Other courses that would meet the specific interest of students may be offered.

D. Costs

Approval will be sought to price the program at standard Akron Law tuition (\$2,136 for three credits, and \$4,275 for six credits) with a program fee of \$500 to cover various extracurricular activities. (A student studying in Akron over the summer currently incurs \$405 in fees for three credits, and \$608 for six credits.) Federal financial aid can be applied to this program, and efforts will be made to secure special scholarship funding through the University to assist students. Housing and transportation will be charged separately. Every effort will be made to minimize costs. The cost of housing will depend on the availability of dorm space at our partner institutions. If dorm space is not available, then we will turn to affordable hotels in close proximity to our partner institutions and will likely run the program on a 3-week basis to conserve costs. In such case, I anticipate housing will cost between \$1000-\$1400 for the entire trip.

E. Resources Required and Funding

Resources will be required to successfully run this program. As Dean, I will devote time and expertise particularly during the first year or two to make this successful. Staff time and resources will be required to market the program, process student applications, handle logistics related to the study abroad program, and plan extracurricular events. With the addition of a new Director of Admissions, Barbara Weinzierl and her staff will have devote time to this strategic initiative. I may tap a faculty member as director of international programs as well.

Course staffing. We will also need to staff the courses. To keep costs down during the first couple of years of the program and ensure the smooth development of this program through my expertise in overseas programming, I plan on accompanying the group and teaching at least one course. Depending on enrollments and faculty interest,

the other course(s) will be taught by an Akron Law faculty member or local practitioner. (If necessary, the hiring can almost certainly be done locally to conserve costs.) Ideally, this opportunity would be available to one or more Akron Law faculty members every year so long as the budget supports such costs. However, the program could be staffed completely utilizing local practitioners or law faculty members to the extent that there was insufficient faculty interest in teaching in this program or the need to build enrollments further.

Financial Aid. We will turn to the University's financial aid office for assistance with this summer program. Because tuition will be paid to the University and students will enroll in courses through our central system, no problems or special challenges are anticipated.

Student Visas. Student visas should not be required in Japan or South Korea for U.S. and Canadian citizens due to the limited duration of the proposed study abroad program and visa waiver program of both countries. In the event that foreign nationals requiring visas would like to participate in our study abroad program, we will rely upon the expertise of our host institution for assistance.

Funding. Funding is available to develop a study abroad program. Revenue will be claimed from tuition and program fees paid by Akron Law students and students at other U.S. or Canadian law schools. As Dean, my annual contract provides monies for new programming. The Dean at Kyung Hee University has indicated his intent to submit a grant application to the South Korean government to support the proposed study abroad program and Legal English Institute. If such a grant were successful, then we would have additional flexibility in terms of finances.

BENEFITS TO AKRON LAW

Akron Law will benefit from adopting a new study abroad program. At present, any student studying at Akron Law who desires an international experience must seek out and find a study abroad program (semester, foreign, or intersession) offered by another ABA-approved law school. By developing an innovative overseas program, we have the opportunity to, among other things, achieve the following:

- (i) Encourage our law students to engage in an increasingly important area, develop new connections, and experience the world;
- (ii) Provide direct assistance to our students in terms of international education and facilitate the development of cross-cultural communication skills;
- (iii) Retain tuition dollars that have been redirected to the summer programs of other law schools, and capture new revenue from law students at other institutions;
- (iv) Attract high-caliber prospective students interested in an international experience;
- (v) Become even more competitive in the marketplace (at present, over half of U.S. law schools offer study abroad programs);

- (vi) Increase student satisfaction considerably;
- (vii) Enhance collaboration among Akron Law professors and universities in Asia as well as generate more opportunities for Akron faculty to teach overseas;
- (viii) Discover other overseas opportunities that will benefit The University of Akron School of Law; and
- (ix) Help develop a credible reputation as a center of international legal education both in Asia and the United States.

REQUESTED ACTION

Akron Law is simultaneously faced with enormous tasks and potential in the current legal education environment. President Scarborough has challenged us to find new opportunities for the law school in terms of revenue, reputation, and quality. It is requested that the Office of Academic Affairs approve this proposal for the Asia Study Abroad Program.

FINANCE & ADMINISTRATION COMMITTEE

TAB 5

**AMENDMENT AND RESTATEMENT OF THE
ALTERNATIVE RETIREMENT PLAN**



Talent Development & Human Resources
Akron, OH 44325-0602
t: 330-972-7090 | f: 330-972-2336
e: UnivofAkron_Benefits@uakron.edu
www.uakron.edu/hr

DATE: January 19, 2016

TO: Nathan J. Mortimer
Vice President, Finance & Administration/CFO

FROM: Sarah J. Kelly
Sr. Director, Talent & Development & Human Resources

SUBJECT: Amendment and Restatement of The University of Akron Alternative Retirement Plan

General Information

The administration seeks the Board of Trustees' authorization to amend and restate The University of Akron Alternative Retirement Plan ("Plan") to comply with Internal Revenue Code requirements. To maintain tax-qualified status, a 401(a) (ARP) Plan must be amended and restated periodically to include IRS tax law changes. Otherwise, the plan will be disqualified and participants will be taxed on their Plan account balances.

The University adopted the first Plan in 1999, and has amended and restated several times, most recently in 2010. The University Board of Trustees must adopt the amended and restated Plan by April 30, 2016 to remain a qualified Plan. The restatement does not include any substantive changes to employee benefit options, but incorporates IRS required changes including the following previous amendments:

- Pension Protection Act of 2006
- Heroes Earnings Assistance and Relief Tax Act of 2008
- Worker, Retiree, and Employer Recovery Act of 2008

The Ohio Attorney General's office has contracted with outside legal counsel to provide compliance, advice and assistance to Ohio higher education institutions. Legal counsel at the University is working with Vorys, Sater, Seymour and Pease LLP in connection with the amendment and restatement of the Plan.

Timetable & Action Required

The Board of Trustees is requested to pass the following resolution to amend and restate The University of Akron Alternative Retirement Plan effective July 1, 2007. The amendment and restatement of the Plan must be signed by April 30, 2016.

**SUPERSEDING PROVISIONS ADDENDUM
FOR
THE UNIVERSITY OF AKRON ALTERNATIVE RETIREMENT PLAN**

Plan Name: The University of Akron Alternative Retirement Plan

(a) The following provisions supersede other provisions of this Plan in the manner described:

(1) The name on the title page has been revised as follows:

**THE UNIVERSITY OF AKRON
ALTERNATIVE RETIREMENT PLAN**

(2) The following provision supersedes Section 1.10 of the Plan as follows:

Option 4 (may be combined with Option 2)

X Administrative Employees with nine-month, ten-month or twelve-month contracts and Academic Employees shall be credited with a "Year of Service for Vesting" upon the earlier of: (a) the first anniversary of the 12 consecutive month period beginning on the date the employee first performs an Hour of Service after the employee has attained the age of 18 (employment commencement date) and each anniversary thereof; or (b) the completion of each nine-month, ten-month or twelve-month academic year or nine-month, ten-month, or twelve-month contract.

(3) The following provision supersedes Section 1.14 of the Plan as follows:

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
2-5 <u>years</u>	<u>50%</u>
5+ <u>years</u> or more	<u>100%</u>

(4) The following provision supersedes Section 2.6 of the Plan as follows:

Section 2.6 Compensation for Purposes Other Than Section 5.3

"Compensation" for purposes other than Section 5.3 of the Plan shall mean:

(a) If the Participant would be subject to the Public Employees Retirement System had the Participant not made an election pursuant to ORC Sections 3305.05 or 3305.051 to participate in this Plan, 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 ORC Section 124.383 or ORC Section 124.386 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 ORC Section 507.09;

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

(vi) Amounts included pursuant to former Divisions (K)(3) and (Y) of ORC Section 145.01 and ORC Section 145.2916; and

(vii) Effective January 1, 2014, payments described in Ohio Administrative Code Section 145-1-26(F) and effective prior to January 1, 2014, payments described in Ohio Administrative Code Section 145-1-26(E).

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

(i) Fees and commissions, other than those paid under ORC Section 507.09, 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 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 under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire, except that payments made on or before January 1, 1989, that are based on or attributable to an agreement to retire shall be included in earnable salary if both of the following apply: (a) the payments are made in accordance with contract provisions that were in effect prior to January 1, 1986, and (b) the Employer pays the retirement system an amount specified by the retirement board equal to the additional liability resulting from the payments;

(ix) Effective January 1, 2014, payments made under Ohio Administrative Code Section rules at 145-1-26(G) and effective prior to January 1, 2014, payments made under Ohio Administrative Code Section rules at 145-1-26(F); and

(x) The portion of any amount included in ORC Section 145.2916 that represents employee contributions.

(b) If the Participant would be subject to the State Teachers Retirement System had the Participant not made an election pursuant to ORC Sections 3305.05 or 3305.051 to participate in this Plan, 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 ORC Section 124.39 or any other plan established by the Employer;
- (ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;
- (iii) Payments made for vacation pay covering concurrent periods for which other salary, compensation, or benefits under ORC Chapter 3307 or ORC Chapter 145 or ORC Chapter 3309 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 the Participant's waiver of a right to receive any payment, amount, or benefit described in Division (L)(2) of ORC Section 3307.01;
- (vii) Payments by the Employer for services not actually rendered;
- (viii) Any amount paid by the Employer as a retroactive increase in salary, wages, or other earnings that meets the requirements of ORC Section 3307.01(L)(2)(h)(i), (ii), (iii), or (iv);
- (ix) 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);
- (x) Payments made to the Participant under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Bill No. 164 of the 124th Ohio General Assembly or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;
- (xi) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire; and

(xii) Any amount paid by the Employer as a retroactive payment of earnings, damages, or back pay pursuant to a court order, court-adopted settlement agreement, or other settlement agreement, unless the Ohio retirement system receives the amounts described in ORC Sections 3307.01(L)(2)(1)(i) and (ii).

(c) If the Participant would be subject to the School Employees Retirement System had the Participant not made an election pursuant to ORC Sections 3305.05 or 3305.051 to participate in this Plan, 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.

(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 ORC Section 124.39 or any other plan established by the Employer;

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

(iii) Payments made for vacation pay covering concurrent periods for which other salary or compensation is also 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 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 under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th

Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire, except that payments made on or before January 1, 1989, that are based on or attributable to an agreement to retire shall be included in earnable salary if both of the following apply: (a) the payments are made in accordance with contract provisions that were in effect prior to January 1, 1986, and (b) the Employer pays the retirement system an amount specified by the retirement board equal to the additional liability resulting from the payments.

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, 132(f), 402(e)(3), 403(b), 414(h)(2) and 457.

An employee who has satisfied the eligibility requirements for Employer Contributions and Nonelective 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.

The annual Compensation of each Participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period (as denoted by checking the box in the paragraph immediately below) over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. If Compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.

(NOTE TO REVIEWER: Check this blank below if annual compensation for the purpose of IRC Section 401(a)(17)(B) is determined on a basis other than the Plan Year.)

_____ Annual compensation in accordance with IRC Section 401(a)(17)(B) means compensation during a consecutive 12-month period ending with or within the Plan Year beginning _____ (day) _____ (month). For Eligible Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan 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.

(5) The following provision supersedes Section 5.4 of the Plan as follows:

Section 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 1.13.

(6) The following provision supersedes Section 5.5 of the Plan as follows:

Section 5.5 Loans to Participants

If the Plan permits loans under Section 1.12, the following shall apply:

- (a) Loans shall be made available to all Participants on a reasonably equivalent basis.
- (b) Loans shall not be made available to highly compensated employees in an amount greater than the amount made available to other Eligible Employees.
- (c) Loans must be adequately secured and bear a reasonable interest rate.
- (d) The repayment of the loan shall be made with payments that provide for a substantially level amortization of principal and interest over the term of the loan. Such payments shall be required to be made not less frequently than quarterly.
- (e) In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs in the Plan.
- (f) If the spousal consent option in Section 1.13 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 180-day period (90-day period for Plan Years beginning before January 1, 2007) 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.
- (g) Loan repayments may be suspended under this Plan as permitted under IRC Section 414(u)(4).

(h) The foregoing provisions shall be the standard loan provisions of the Plan. However, different loan terms may be permitted provided that the final determination shall be made by the Provider on a uniform and nondiscriminatory basis. Accordingly, the provisions of this Section 5.5 may be supplemented and/or replaced by more specific or different written provisions adopted by the Provider as part of the Plan's loan policy.

The term highly compensated employee means any employee who: (1) was a 5-percent owner at any time during the year or the preceding year, or (2) for the preceding year had Compensation from the Employer in excess of \$80,000. The \$80,000 amount is adjusted at the same time and in the same manner as under IRC Section 415(d), except that the base period is the calendar quarter ending September 30, 1996.

For this purpose the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.

A highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with Temporary Regulations Section 1.414(q)-1T, A-4, and IRS Notice 97-45.

(7) The following provision supersedes Section 7.2(e) of the Plan as follows:

(e) Required beginning date. The required beginning date is April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires.

(8) The following provision supersedes the last paragraph of Section 7.2.3(b):

For purposes of this subsection (b) and Section 7.2, unless Section 7.2.3(b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 7.2.3(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.2.3(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

(9) The following provision supersedes the first paragraph of Section 9.2:

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).

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Pertaining to the Amendment and Restatement of The University of Akron Alternative Retirement Plan

Pertaining to authorizing the adoption of the amendment and restatement of The University of Akron Alternative Retirement Plan (“Plan”).

WHEREAS, The University of Akron (“University”) adopted The University of Akron Alternative Retirement Plan (“Plan”), effective March 1, 1999; and

WHEREAS, the University reserved the right in Section 8.3 of the Plan to amend the Plan by action of the Board of Trustees; and

WHEREAS, the Plan is required to be amended to comply with the 2010 Cumulative List of Notice 2010-90, including but not limited to, the Pension Protection Act of 2006, the Heroes Earnings Assistance and Relief Tax Act of 2008, and the Worker, Retiree, and Employer Recovery Act of 2008; and

WHEREAS, the Board of Trustees desires to approve a formal amendment to the Plan in order to comply with Internal Revenue Code requirements.

NOW, THEREFORE, be it resolved, by the Board of Trustees of the University that:

Section 1. Amendment and Restatement of the Plan. The amendment and restatement of the Plan, a copy of which is on file with the Office of the Board of Trustees, is hereby adopted effective July 1, 2007.

Section 2. Authority for Execution of the Plan Amendment. The Administration, in carrying out this Resolution, is hereby authorized to execute the amendment and restatement of the Plan and any other instruments, documents or conveyances necessary to effectuate and implement the same.

Section 3. Open Meetings. The Board of Trustees finds and determines that all formal actions of the Board relating to the enactment of this Resolution were taken in an open meeting of the Board, and that all deliberations of the board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with all legal requirements, including ORC Section 121.22.

Date

Paul A. Herold, Secretary
Board of Trustees

FINANCE & ADMINISTRATION COMMITTEE

APPENDIX 5

**AMENDMENT AND RESTATEMENT OF THE
ALTERNATIVE RETIREMENT PLAN**

**THE UNIVERSITY OF AKRON
ALTERNATIVE RETIREMENT PLAN**

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APPENDIX A

ARTICLE I. OPTIONS

Section 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 satisfies the pertinent provisions of IRC Section 401(a) and IRC Section 414(d). Additionally, this Plan shall satisfy the pertinent provisions identified on Appendix A, attached hereto and incorporated herein. Under no circumstances shall funds ever revert to or be used or enjoyed by the Employer, except as provided in Section 9.4.

Section 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.

Section 1.3. Compensation for Purposes of Section 5.3

(NOTE TO REVIEWER: Only one option below may be checked.)

Option 1

_____ "Compensation" for purposes of Section 5.3 of the Plan shall mean wages as defined in IRC Section 3401(a) of the Code (for purposes of income tax withholding at the source) but determined without regard to any rules 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)).

Option 2

_____ "Compensation" for purposes of Section 5.3 of the Plan shall mean 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), 6051(a)(3) and 6052. Compensation shall 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)).

Option 3

 X "Compensation" for purposes of Section 5.3 of the Plan shall mean IRC Section 415 safe-harbor compensation, including wages, salaries, differential wage payments under IRC Section 3401(h), and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Section 1.62-2(c) of the Treasury Regulations), and excluding the following:

(i) Employer contributions (other than elective contributions described in IRC Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in IRC Section 408(k) or a simple retirement account described in IRC Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified), other than amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income, if the Employer so elects below by checking the box in this paragraph. X (**NOTE TO REVIEWER: For the purpose of this Option 3, check this box only if the Employer elects to include in Compensation distributions includible in gross income received from a nonqualified, unfunded deferred compensation plan.**)

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Section 1.421-1(b) of the Treasury Regulations), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in IRC Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

Section 1.4. Effective Date

Option 1

_____ This is a new Plan effective as of _____.

(NOTE TO REVIEWER: If this is a new Plan, then this Plan may not be effective any earlier than the first day of the Plan Year in which the Plan is adopted.)

Option 2

_____ This is an amendment and restatement of a plan which was originally effective _____
January 1, 1999 _____. The effective date of this amendment and restatement is
July 1, 2007 _____.

(NOTE TO REVIEWER: Fill in the second blank with the first day of 2007 plan year, or if later, the first day of the plan year in which the plan was originally adopted.)

Section 1.5. Employer

The "Employer" shall mean The University of Akron. (**NOTE TO REVIEWER: fill in blank with name of the state governmental institution of higher education.**) To adopt this Plan, Employer must be: (i) a state university or an institution of higher education, in each case, as defined in ORC Section 3345.011; (ii) the Northeast Ohio Medical University, formerly known as the Northeastern

Ohio Universities College of Medicine; or (iii) a university branch, technical college, state community college, community college or a municipal university which is an entity established or operating under ORC Chapters 3345, 3349, 3354, 3355, 3357 or 3358.

Section 1.6. Full-time Employee

(NOTE TO REVIEWER: Only one option below may be checked.)

Option 1

_____ "Full-time Employee" shall mean an employee who is classified by the Employer as having an appointment of ____ percent (____%) or greater full-time equivalent (FTE). In determining whether a person is a "Full-time Employee" there shall not be included any such person's service with the Employer as a "leased employee" as defined within IRC Section 414(n).

Option 2

_____ "Full-time Employee" shall mean for purposes of Section 2.3 (Administrative Employees) an employee whose employment with the Employer is anticipated to be at least _____ (____) hours per week and for a duration of at least ____ (____) or more months. "Full-time Employee" shall mean for purposes of Section 2.1 (Academic Employees) any person treated by the Employer as a member of its faculty whose regular service with the Employer constitutes full-time service within such person's academic area, consistent with uniform standards established by the Employer. In determining whether a person is a "Full-time Employee" there shall not be included any such person's service with the Employer as a "leased employee" as defined within IRC Section 414(n).

Option 3

_____ "Full-time Employee" shall mean an employee who is classified by the Employer as having a full-time appointment, which is sufficient to qualify for health care benefits (or whose employment with the Employer will qualify the employee for health care benefits upon the satisfaction of the applicable waiting period). In determining whether a person is a "Full-time Employee" there shall not be included any such person's service with the Employer as a "leased employee" as defined within IRC Section 414(n).

Option 4

_____ "Full-time Employee", shall mean for purposes of Section 2.3 (Administrative Employees), any employee whose employment with the Employer is anticipated to be _____ percent (____%) or more of normal full-time hours (calculated at ____ (____) hours per week) and is for at least _____ (____) or more months,. "Full-time Employee" shall mean for purposes of Section 2.1 (Academic Employees) any person treated by the Employer as a member of its faculty whose regular service with the Employer constitutes full-time service within such person's academic area, consistent with uniform standards established by the Employer, but not including faculty who are hired on quarter-by-quarter contracts. In determining whether a person is a "Full-time Employee" there shall not be included any such person's service with the Employer as a "leased employee" as defined within IRC Section 414(n).

Option 5

_____ "Full-time Employee" shall mean any employee who is classified by the Employer as having a 40-hour per week assignment or its equivalent for a duration of at least nine (9) months. Full-time non-tenure track faculty who are appointed after the start of the academic year and have an appointment of less than nine months will be deemed to have full-time status for the purpose of benefits eligibility if their offer of appointment explicitly includes a statement of the Employer's intent to offer a nine month appointment in the succeeding year. In determining whether a person is a "Full-time Employee" there shall not be included any such person's service with the Employer as a "leased employee" as defined within IRC Section 414(n).

Option 6

X "Full-time Employee" shall mean any employee who is classified by the Employer as having a 40-hour per week assignment or its equivalent. For this purpose, assignments are not aggregated. In determining whether a person is a "Full-time Employee" there shall not be included any such person's service with the Employer as a "leased employee" as defined within IRC Section 414(n).

. (NOTE TO REVIEWER: any definition of Full-time Employee inserted in this Option 6 must meet the definitely determinable requirement of Treasury Regulation §1.401-1 and not be subject to employer discretion.)

Section 1.7. Plan Name

The "Plan Name" is The University of Akron Alternative Retirement Plan.

Section 1.8. Plan Year

A "Plan Year" shall mean the 12-consecutive month period beginning July 1 and ending June 30. A "Short Plan Year" means a Plan Year of less than a 12 month period.

Section 1.9. Provider

Option 1

_____ "Provider" shall mean the companies listed below to provide the Annuity Contract pursuant to Section 5.1 and in conformance with ORC Section 3305.03.

_____	_____
_____	_____
_____	_____
_____	_____

Option 2

X "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 and in conformance with ORC Section 3305.03. Participants may choose among those companies that have entered into a provider agreement with the Employer in accordance with ORC Section 3305.04. 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.

Section 1.10. Year of Service for Vesting

(NOTE TO REVIEWER: In general, only one option below may be checked, however, if Option 2 is checked, Option 4 may also be checked.)

Option 1

 An employee shall be credited with a "Year of Service for Vesting" for each Plan Year during which the employee remains continuously employed by the Employer for a period of days (*not to exceed 365 days*) and which begins after the employee has attained the age of 18.

Option 2

 An employee shall be credited with a "Year of Service for Vesting" on the first anniversary of the 12 consecutive month period beginning on the date the employee first performs an Hour of Service after the employee has attained the age of 18 (employment commencement date), and each anniversary thereof.

Option 3

 Not applicable, Participants vest immediately.

Option 4 (may be combined with Option 2)

 Administrative Employees with nine-month contracts and Academic Employees shall be credited with a "Year of Service for Vesting" upon the earlier of: (a) the first anniversary of the 12 consecutive month period beginning on the date the employee first performs an Hour of Service after the employee has attained the age of 18 (employment commencement date) and each anniversary thereof; or (b) the completion of each nine-month academic year or nine-month contract.

Section 1.11. Employer Contributions

Employer contributions shall be made at a rate equal to the percentage of Compensation of each Participant that the Employer would otherwise contribute on behalf of such Participant (had the Participant not made an election as described in ORC Section 3305.05 or 3305.051, as applicable, to participate in the Plan) to the respective system described in ORC Chapters 145, 3307 or 3309, less the mitigating rate percentage contributed by the Employer to such system pursuant to ORC Section 3305.06(D).

Section 1.12. Loans to Participants

(NOTE TO REVIEWER: Check Option 1 or 2 below. If Option 2 is checked, Option 3 may also be checked.)

Option 1

 X The Plan shall not permit loans.

Option 2

 Plan loan provisions are set forth in Section 5.5. The minimum loan amount shall be set forth in the Annuity Contract.

Option 3

 No loan to any borrower can be made to the extent that such loan when added to the outstanding balance of all other loans to the borrower would exceed the lesser of (a) \$50,000 reduced by the excess (if any), of the highest outstanding balance of loans during the one (1) year period ending on the day before the loan is made over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half (1/2) of the present value of the nonforfeitable accrued benefit of the borrower or, (c) (if checked) the total accrued benefit up to \$10,000.

Section 1.13. 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 acknowledgement are witnessed by a duly authorized Provider representative or 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.

Section 1.14. Employer Account Vesting on Termination

Option 1

 A Participant's Employer Account shall be 100% vested at all times.

If a Participant's employment is terminated prior to attaining Normal Retirement Age except due to the Participant's death or Disability, the vested portion of his or her Employer Account shall be determined in accordance with the following Option 2, 3, or 4.

Option 2

 5 year cliff

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
Less than 5 years	0%
5 years or more	100%

Option 3

<u> </u> <u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
--	--

Less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7 years or more	100%

Option 4

_____ (other)

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
Less than 3years	0%
___ years	___ %
___ years or more	100%

(NOTE TO REVIEWER: Fill in with a schedule that is no longer than a seven-year cliff vesting schedule.)

Section 1.15. Method of Distribution of Accounts

A Participant shall elect to receive a distribution of his or her vested Account in any of the following forms (check all that apply):

An annuity as permitted by the Annuity Contract:

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

_____ without a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity.

A lump-sum distribution,

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

A qualified optional survivor annuity (available only for Plan Years beginning after December 31, 2007).

ARTICLE II. DEFINITIONS

Section 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 (as codified under ORC Chapter 145), the State Teachers Retirement System (as codified under ORC Chapter 3307), or the School Employees Retirement System (as codified under ORC Chapter 3309). 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.

Section 2.2. Account

"Account" shall mean the amount credited to the Employer Account, the Participant Account and, if applicable, the Rollover Account (as defined in Section 4.5) of a Participant or Beneficiary.

Section 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 (as described below), serving in a position comparable to a position in the unclassified civil service, or serving in a position in the classified civil service, or in any other position as a Full-time Employee, and is not receiving any benefit, allowance or other payment from the Public Employees Retirement System (as codified under ORC Chapter 145), the State Teachers Retirement System (as codified under ORC Chapter 3307), or the School Employees Retirement System (as codified under ORC Chapter 3309). 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. For purposes of this Section 2.3, the unclassified civil service is described in ORC Section 124.11 or, if ORC Section 124.11 does not apply, then those employees serving in a position comparable to the unclassified civil service.

Section 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.

The terms of any Annuity Contract purchased and distributed by the Plan to a Participant or spouse shall comply with the requirements of this Plan.

Section 2.5. Beneficiary

A "Beneficiary" shall mean 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" shall mean 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.

Section 2.6. Compensation for Purposes Other Than Section 5.3

"Compensation" for purposes other than Section 5.3 of the Plan shall mean:

(a) If the Participant would be subject to the Public Employees Retirement System had the Participant not made an election pursuant to ORC Sections 3305.05 or 3305.051 to participate in this

Plan, 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 ORC Section 124.383 or ORC Section 124.386 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 ORC Section 507.09;

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

(vi) Amounts included pursuant to former Divisions (K)(3) and (Y) of ORC Section 145.01 and ORC Section 145.2916.

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

(i) Fees and commissions, other than those paid under ORC Section 507.09, 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 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 under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;

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

(ix) Effective March 24, 2013, payments made under Ohio Administrative Code Section rules at 145-1-26(F); and

(x) The portion of any amount included in ORC Section 145.2916 that represents employee contributions.

(b) If the Participant would be subject to the State Teachers Retirement System had the Participant not made an election pursuant to ORC Sections 3305.05 or 3305.051 to participate in this Plan, 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 ORC Section 124.39 or any other plan established by the Employer;

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

(iii) Payments made for vacation pay covering concurrent periods for which other salary, compensation, or benefits under ORC Chapter 3307 or ORC Chapter 145 or ORC Chapter 3309 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 the Participant's waiver of a right to receive any payment, amount, or benefit described in Division (L)(2) of ORC Section 3307.01;

(vii) Payments by the Employer for services not actually rendered;

(viii) Any amount paid by the Employer as a retroactive increase in salary, wages, or other earnings that meets the requirements of ORC Section 3307.01(L)(2)(h)(i), (ii), (iii), or (iv);

(ix) 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);

(x) Payments made to the Participant under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Bill No. 164 of the 124th Ohio General Assembly or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;

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

(xii) Any amount paid by the Employer as a retroactive payment of earnings, damages, or back pay pursuant to a court order, court-adopted settlement agreement, or other settlement agreement, unless the Ohio retirement system receives the amounts described in ORC Sections 3307.01(L)(2)(l)(i) and (ii).

(c) If the Participant would be subject to the School Employees Retirement System had the Participant not made an election pursuant to ORC Sections 3305.05 or 3305.051 to participate in this Plan, 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.

(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 ORC Section 124.39 or any other plan established by the Employer;

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

(iii) Payments made for vacation pay covering concurrent periods for which other salary or compensation is also 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 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 under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(viii) 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, 132(f), 402(e)(3), 403(b), 414(h)(2) and 457.

An employee who has satisfied the eligibility requirements for Employer Contributions and Nonelective 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.

The annual Compensation of each Participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period (as denoted by checking the box in the paragraph immediately below) over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. If Compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.

(NOTE TO REVIEWER: Check this blank below if annual compensation for the purpose of IRC Section 401(a)(17)(B) is determined on a basis other than the Plan Year.)

_____ Annual compensation in accordance with IRC Section 401(a)(17)(B) means compensation during a consecutive 12-month period ending with or within the Plan Year beginning _____ (day) _____ (month). For Eligible Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan 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.

Section 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, provided that such Disability occurs while the Participant is an Eligible Employee of the Employer. 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.

Section 2.8. Eligible Employee

"Eligible Employee" shall mean any Full-time Employee, unless such person had an opportunity to make an election as an Academic Employee or an Administrative Employee to participate in an alternative retirement plan sponsored by the Employer. Notwithstanding the foregoing, "Eligible Employee" automatically shall include (1) any employee who participated in an alternative retirement plan 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 is not available from that Employer, (2) any employee whose employment with the Employer terminates while the employee is participating in an alternative retirement plan (as described in ORC Chapter 3305) 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 Full-time 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.

Section 2.9. Employer Account

The "Employer Account" shall mean the separate account maintained for each Participant to which all Employer Contributions (including Forfeitures, if applicable) shall be allocated.

Section 2.10. Forfeiture

"Forfeiture" shall mean the amount of the non-vested portion of a Participant's Employer Account following a Participant's termination of employment with the Employer.

Section 2.11. Hour of Service

"Hour of Service" shall mean 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.

For purposes of computing an employee's nonforfeitable right to the account balance derived from Employer Contributions under Option 1 of Section 1.10, Years of Service will be measured by the Plan Year.

Section 2.12. IRC

"IRC" shall mean the Internal Revenue Code of 1986, as amended.

Section 2.13. Joint and Survivor Annuity

A "Joint and Survivor Annuity" shall mean 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.

Section 2.14. Leave of Absence

A "Leave of Absence" shall mean 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.

Section 2.15. Limitation Year

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

Section 2.16. Nonelective Contributions

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

Section 2.17. Normal Retirement Age

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

Section 2.18. One Year Break in Service

A "One Year Break in Service" or "Break in Service" shall mean a Period of Severance of at least 365 consecutive days.

Section 2.19. Participant

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

Section 2.20. Participant Account

The "Participant Account" shall mean 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.

Section 2.21. Period of Severance

A "Period of Severance" shall mean a continuous period of time during which the employee is not employed by the Employer. Such period begins on the date the employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the employee was otherwise first absent from service. 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.

Section 2.22. Plan

"Plan" shall mean this Plan. For purposes of the IRC, this Plan shall be considered and administered as a "profit-sharing plan."

Section 2.23. Pre-Retirement Survivor Annuity

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

Section 2.24. Retirement

"Retirement" shall mean 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.

Section 2.25. ORC

"ORC" shall mean the Ohio Revised Code, as amended. The portions of the ORC referenced in this Plan are attached and made a part of this Plan at Appendix A, provided, however, that such ORC sections, rules, and regulations may be amended from time to time.

Section 2.26. Rollover Contribution

"Rollover Contribution" means those amounts transferred to this Plan as are described in Sections 4.5 and 7.9.

Section 2.27. Termination Date

The "Termination Date" shall mean 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.

Section 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.

Section 2.29. Voluntary Contribution

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

ARTICLE III. ELIGIBILITY TO PARTICIPATE

Section 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. Each other Eligible Employee shall have a period of 120 days from the date upon which the employee first is credited with an Hour of Service in which to elect to participate in the Plan. Such election shall be effective on the Eligible Employee's employment commencement date and shall be irrevocable when made for Eligible Employees commencing employment on or after April 1, 2001. 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.

Section 3.2. Continued Eligibility to Participate

A Participant will continue to participate in the Plan as long as the Participant remains an employee of the Employer.

Section 3.3. Resumption of Participation

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

Section 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 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

Section 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 earned during the year 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.

Section 4.2. Employer Contributions

Employer Contributions shall be made as set forth in Section 1.11. Such contributions shall be credited to the Employer Account.

Notwithstanding Section 4.1 and the preceding paragraph of this Section 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 Treasury Regulations adopted thereunder.

Each Participant will share in Employer Contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Participant severs employment with the Employer or is no longer a member of an Eligible Employee.

Section 4.3. Voluntary Contributions

Effective April 1, 2001, voluntary non-deductible employee contributions to the Plan 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.

Section 4.4. Corrective Distributions

Effective for Limitation Years beginning on or after July 1, 2007, if the limits under IRC Section 415 are exceeded for any taxable year, then the Account of the Participant may be corrected as set forth in the Employee Plans Compliance Resolution System.

Section 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. Rollover Contributions made in property must be unencumbered and may be made only at the discretion of the Employer.

(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.

Section 4.6. Transfers from a Plan of the Employer

Any Participant who has participated in a plan under IRC Sections 401(a) or 403(a) attributable to such Participant'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

Section 5.1. Investments

The amounts allocated to a Participant's Account shall be invested in Annuity Contracts for Participants provided by the respective Provider. Participants will invest their Accounts 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.

Section 5.2. Intra-Plan Transfers

Subject to the Provider's rules for transfers and ORC section 3305.053, a Participant may specify that a part or all of such Participant's Account may be transferred among different investment options offered under the Provider's Annuity Contract.

Subject to any terms and conditions established by the Employer and ORC section 3305.053, a Participant may make an election to change to another authorized Provider at any time during the Plan Year. If a Participant makes an election to change to a new Provider, the Participant may specify at any time that a part or all of such Participant's Account be transferred to the new Provider. Provided however, a Provider is not required to immediately transfer any part of the Participant's Account invested at the Participant's election in a fixed annuity account if the contract with the Participant under which the investment was made permits the Provider to make such a transfer over a period of time not exceeding ten years and the contract was filed with and approved by the Ohio Department of Insurance.

Section 5.3. Limitations on Allocations to each Participant

(a) If a 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 benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition as defined in Paragraph (c)(1) of this Section 5.3, the amount of annual additions which may be credited to the Account of a Participant 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 a 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. Effective for Limitation Years beginning on or after July 1, 2007, if the limits under IRC Section 415 are exceeded for any taxable year, then the Account of the Participant may be corrected as set forth in the Employee Plans Compliance Resolution System.

(b) 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 benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition as defined in Paragraph (c)(1) of this Section 5.3, during any Limitation Year. The annual additions which may be credited to the Account of a Participant under the other plans, individual medical benefit accounts and welfare benefit funds for the same Limitation Year will not exceed the maximum permissible amount reduced by the annual additions credited to the Account of a Participant under this

Plan for such Limitation Year. If the annual additions with respect to the Participant under this Plan are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the account(s) of the Participant under such other defined contribution plans, individual medical benefit accounts and welfare benefit funds for the Limitation Year. Effective for Limitation Years beginning on or after July 1, 2007, if the limits under IRC Section 415 are exceeded for any taxable year, then the Account of the Participant may be corrected as set forth in the Employee Plans Compliance Resolution System.

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

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

- (i) Employer Contributions;
- (ii) Participant contributions (Nonelective and Voluntary Contributions);
- (iii) Forfeitures;

(iv) amounts allocated to an individual medical benefit account, as defined in IRC Section 415(1)(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 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; and

(v) allocations under a simplified employee pension, as defined in IRC Section 408(k).

(2) "Compensation." Compensation has the meaning selected in Section 1.3 of this Plan. For purposes of applying the limitations described in Section 5.3 of this Plan:

(i) Compensation paid or made available during a Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under IRC Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

(ii) Back pay, within the meaning of Section 1.415(c)-2(g)(8) of the Treasury Regulations, shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(3) "Maximum permissible amount." For Limitation Years beginning on or after January 1, 2002, maximum permissible amount means the lesser of (a) 100 percent of the Participant's Compensation for the Limitation Year, or (b) \$40,000 as adjusted for increases in the cost-of-living under IRC Section 415(d).

(4) If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Maximum Permissible Amount will not exceed the defined contribution dollar limitation multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

If the Plan is terminated as of a date other than the last day of the Limitation Year, the Plan is deemed to have been amended to change its Limitation Year and the Maximum Permissible Amount shall be prorated for the resulting short Limitation Year.

(d) Adjustments to Compensation: Effective for Limitation Years beginning on or after July 1, 2007, Compensation for purposes of this Section 5.3:

(1) shall be based on the amount actually paid or made available to the Participant (or, if earlier, includible in the gross income of the Participant) during the Limitation Year; and

(2) shall include amounts paid by the later of two and one-half (2-½) months after the Participant's severance from employment (as defined below) with the Employer or the end of the Limitation Year that includes the date of the Participant's severance from employment with the Employer, if:

(A) the payment is for unused accrued bona fide sick, vacation, or other leave (but only if the Participant would have been able to use the leave if employment had continued); or

(B) the payment is received by the Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income; or

(C) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Participant while the Participant continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after severance from employment, even if they are paid by the later of two and one-half (2-½) months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment.

(3) shall include amounts earned during the Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates, provided:

(A) such amounts are paid during the first few weeks of the next Limitation Year;

- (B) such amounts are included on a uniform and consistent basis with respect to all similarly situated Participants; and
- (C) no such amounts are included in more than one Limitation Year.

(4) shall not include amounts paid as compensation to a non-resident alien, as defined in IRC Section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the compensation is excludable from gross income and is not effectively connected with the conduct of a trade or business within the United States.

In addition, for Limitation Years beginning on or after July 1, 2007, Compensation for purposes of this Section shall not reflect compensation for a year greater than the limit under IRC Section 401(a)(17) that applies to that year.

Anything herein to the contrary notwithstanding, in correcting an "excess 415 amount" in a Limitation Year beginning on or after July 1, 2007, the Employer may use any appropriate correction under the Employee Plans Compliance Resolution System, or any successor thereto.

An Eligible Employee has a "severance from employment" when the Eligible Employee ceases to be an employee of the Employer maintaining the Plan, and an Eligible Employee does not have a "severance from employment" if, in connection with a change of employment, the individual's new employer maintains such Plan with respect to the individual. The determination of whether an Eligible Employee ceases to be an employee of the Employer maintaining the Plan is based on all of the relevant facts and circumstances.

Section 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.

Section 5.5. Loans to Participants

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

- (a) Loans shall be made available to all Participants on a reasonably equivalent basis.
- (b) Loans shall not be made available to highly compensated employees in an amount greater than the amount made available to other Eligible Employees.
- (c) Loans must be adequately secured and bear a reasonable interest rate.
- (d) The repayment of the loan shall be made with payments that provide for a substantially level amortization of principal and interest over the term of the loan. Such payments shall be required to be made not less frequently than quarterly.

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

(f) If the 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 180-day period (90-day period for Plan Years beginning before January 1, 2007) 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.

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

(h) The foregoing provisions shall be the standard loan provisions of the Plan. However, different loan terms may be permitted provided that the final determination shall be made by the Provider on a uniform and nondiscriminatory basis. Accordingly, the provisions of this Section 5.5 may be supplemented and/or replaced by more specific or different written provisions adopted by the Provider as part of the Plan's loan policy.

The term highly compensated employee means any employee who: (1) was a 5-percent owner at any time during the year or the preceding year, or (2) for the preceding year had Compensation from the Employer in excess of \$80,000. The \$80,000 amount is adjusted at the same time and in the same manner as under IRC Section 415(d), except that the base period is the calendar quarter ending September 30, 1996.

For this purpose the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.

A highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with Temporary Regulations Section 1.414(q)-1T, A-4, and IRS Notice 97-45.

ARTICLE VI. VESTING

Section 6.1. Participant Account and Rollover Account 100 Percent Vested

Participant Accounts and Rollover Accounts shall be 100% vested at all times.

Section 6.2. Employer Account Vesting on Death, Retirement, or Disability

If a Participant's employment is terminated due to his or her death, due to his or her Disability, or on or after the 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.

Section 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 1.14. Upon a One Year Break in Service, forfeited Employer Accounts shall be used to reduce future Employer Contributions.

ARTICLE VII. DISTRIBUTION OF BENEFITS

Section 7.1. Method of Distribution of Accounts

(a) A 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 with respect to the form of distribution, and the Employer has not elected the Joint and Survivor Annuity Option in Section 1.15, then 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, at the Participant's election and subject to spousal consent, if applicable, shall be either distributed to the Participant by the Provider, or directly rolled over on behalf of 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 1.13 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 180-day period (90-day period for Plan Years beginning before January 1, 2007) 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.

(c) Notwithstanding the foregoing, only the Participant needs to 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.

(d) 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 non-spouse Beneficiary may not be recalculated.

Section 7.2. Time of Distribution

7.2.1 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 Treasury Regulations under IRC Section 401(a)(9), including the minimum distribution incidental benefit requirement. If a Participant elects to commence a distribution of his vested Account, then distributions may commence as soon as administratively feasible following a Participant's Termination Date or Disability.

7.2.2 General Rules

(a) **Effective Date.** The provisions of this Section 7.2 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(b) **Precedence.** The requirements of this Section 7.2 will take precedence over any inconsistent provisions of the Plan.

(c) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 7.2 will be determined and made in accordance with the Treasury Regulations under IRC Section 401(a)(9) and the minimum distribution incidental benefit requirement of IRC Section 401(a)(9)(G).

(d) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Section 7.2, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

7.2.3 Time and Manner of Distribution

(a) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date (as defined in Section 7.2.6 below).

(b) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b) (other than subsection (b)(1)), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and Section 7.2, unless Section 7.2.3(b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 7.2.3(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.2.3(b)(1), the date distributions are considered to begin is the date distributions actually commence.

(c) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 7.2.4 and 7.2.5. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of IRC Section 401(a)(9) and the Treasury Regulations.

7.2.4 Required Minimum Distributions During Participant's Lifetime

(a) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 7.2.4 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

7.2.5 Required Minimum Distributions After Participant's Death

(a) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 7.2.5(a) above.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distributions of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.2.3(b)(1), this Section 7.2.5(b) will apply as if the surviving spouse were the Participant.

7.2.6 Definitions

(a) Designated Beneficiary. The individual who is designated as the beneficiary under Section 5.4 of the Plan and is the designated Beneficiary under IRC Section 401(a)(9) and Section 1.401(a)(9)-4 of the Treasury Regulations.

(b) 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 under Section 7.2.3(b)(1). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date.

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

(c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury Regulations.

(d) Participant's Account balance. The Account balance 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 made and allocated or Forfeitures allocated to the Account balance 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. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(e) Required beginning date. The required beginning date is April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 $\frac{1}{2}$ or the calendar year in which the Participant retires.

(f) Valuation Date. The last day of each Plan Year and any other day determined by the Employer.

7.2.7 Waiver of Required Minimum Distribution

Notwithstanding this Section 7.2 of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of IRC Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs, or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

Section 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 (as defined below) will be paid in the form of a Joint and Survivor Annuity with the Participant's Spouse (as defined below) and an unmarried Participant's Vested Account will be paid in the form of a Life Annuity (as defined below). 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 and Survivor Annuity with a designated Beneficiary.

(c) Unless an optional form of benefit is selected, if a Participant dies before the annuity starting date, then the Participant's Vested Account shall be applied toward the purchase of a Pre-Retirement Survivor Annuity. 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:

(1) "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.

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

(3) "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.

(4) "Life Annuity." An annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

(e) Notice Requirements.

(1) 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: (i) the terms and conditions of the Joint and Survivor Annuity and the qualified optional survivor annuity; (ii) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Joint and Survivor Annuity. The written explanation shall comply with the requirements of Section 1.417(a)(3)-1 of the Treasury Regulations.

(2) For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice prior to distribution in applying the notice requirements of IRC Section 402(f) (the rollover notice), IRC Section 411(a)(11) (Participant's consent to distribution), and IRC Section 417 (notice under the joint and survivor annuity rules) shall become 180 days.

For any distribution notice issued in Plan Years beginning after December 31, 2006, the description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution. For notices issued before the 90th day after the issuance of Treasury Regulations (unless further Internal Revenue Service guidance otherwise requires), the notice will include a description indicating the investment options available under the Plan (including fees) that will be available if the Participant defers distribution.

(3) 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)(1) applicable to a Joint and Survivor Annuity. The written explanation shall comply with the requirements of Section 1.417(a)(3)-1 of the Treasury Regulations.

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

(f) Effective with respect to Plan Years beginning after December 31, 2007, a Participant who elects to waive the qualified Joint and Survivor Annuity form of benefit, if offered under the Plan in Section 1.15, is entitled to elect the qualified optional survivor annuity at any time during the applicable election period. Furthermore, the written explanation of the Joint and Survivor Annuity shall explain the terms and conditions of the qualified optional survivor annuity.

For purposes of this Plan, the term "qualified optional survivor annuity" means an immediate annuity:

- (i) For the life of the Participant with a survivor annuity for the life of the spouse which is equal to the "applicable percentage" of the amount of the annuity which is payable during the joint lives of the Participant and the spouse, and
- (ii) Which is the amount of the benefit which can be purchased with the Participant's vested Account balance.

Such term also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

For purposes of this Section 7.3(f), the "applicable percentage" is based on the survivor annuity percentage (i.e., the percentage which the survivor annuity under the Plan's qualified Joint and Survivor Annuity bears to the annuity payable during the joint lives of the Participant and the spouse). If the survivor annuity percentage is less than 75 percent, the "applicable percentage" is 75 percent. If the survivor annuity percentage is greater than or equal to 75 percent, the "applicable percentage" is 50 percent.

Section 7.4. Distribution After Death of Participant

(a) 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 or her 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, as applicable.

(b) For distributions after December 31, 2009, a non-spouse Beneficiary who is a "designated beneficiary" under IRC Section 401(a)(9)(E) and the Treasury Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

Although a non-spouse Beneficiary may roll over directly a distribution as provided in this Section 7.4(b), any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of IRC Section 401(a)(31) (including IRC Section 401(a)(31)(B), the notice requirements of IRC Section 402(f) or the mandatory withholding requirements of IRC Section 3405(c)). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of IRC Section 401(a)(9)(E).

A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury Regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse Beneficiary rolls over to an individual retirement account the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treasury Regulation Section 1.401(a)(9)-3, Q&A-4(c), in determining the required minimum distributions from the individual retirement account that receives the non-spouse Beneficiary's distribution.

Section 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.

Section 7.6. Transfers 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).

Section 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 a 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.

Section 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 an alternate payee, either through separate Accounts or by providing the alternate payee a percentage of the Account of the Participant. The Provider may direct distributions to an alternate payee pursuant to a qualified domestic relations order in accordance with IRC Section 414(p)(1) as modified by IRC Section 414(p)(11) prior to the date on which the Participant attains the earliest retirement age, provided that the Provider has properly notified the affected Participant and each alternate payee of the order and has determined that the order is a qualified domestic relations order as defined in IRC Section 414(p)(1), as modified by IRC Section 414(p)(11) ("Qualified Domestic Relations Order"). 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 shall comply with the provisions of the ORC pertinent to Qualified Domestic Relations Orders.

Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a Qualified Domestic Relations Order will not fail to be a Qualified Domestic Relations Order: (i) solely because the order is issued after, or revises, another domestic relations order or Qualified Domestic Relations Order; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. A domestic relations order described in this paragraph is subject to the same requirements and protections that apply to Qualified Domestic Relations Orders.

Section 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 the IRC (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 7.9. 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 7.9 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 the 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 7.9, the following definitions shall apply:

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

(b) A "distributee" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's (or former employee's) spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006, a distributee includes the employee's or former employee's non-spouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA (as defined in subsection (d) below) established on behalf of the non-spouse designated Beneficiary for the purpose of receiving the distribution.

(c) An "eligible retirement plan" is an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall

also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in IRC Section 414(p).

For distributions made after December 31, 2007, a Participant or Beneficiary may elect to a direct rollover of an eligible rollover distribution to a Roth individual retirement account or annuity described in IRC Section 408A ("Roth IRA").

(d) An "eligible rollover distribution" is any distribution from this Plan after December 31, 2001 of all or any portion of the balance to the credit of the distributee, except for distributions (or portions thereof) which are:

(1) One 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 Participant and the Participant's designated Beneficiary), the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary), or for a specified period of ten years or more;

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

(3) 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

(4) Any hardship distributions described in IRC Section 401(k)(2)(B)(i)(IV) and Treasury Regulation Section 1.401(k)-1(d)(3).

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in IRC Section 408(a) or (b) or a Roth IRA, or (2) a qualified defined contribution plan described in IRC Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

In addition to, and subject to, the foregoing terms and conditions (with the exception of those provisions regarding the acceptance of rollover contributions from conduit individual retirement accounts), effective January 1, 2002, the Plan will accept Participant rollover contributions and/or direct rollovers of distributions made after December 31, 2001, from the types of plans specified below, subject to the Provider's ability to account separately for such amounts.

Direct Rollovers:

The Plan will accept a direct rollover of an eligible rollover distribution from:

a qualified plan described in IRC Sections 401(a) or 403(a).

an annuity contract described in IRC Section 403(b).

an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Participant Rollover Contributions from Other Plans:

The Plan will accept a Participant contribution of an Eligible Rollover Distribution from:

a qualified plan described in IRC Sections 401(a) or 403(a).

an annuity contract described in IRC Section 403(b).

an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Participant Rollover Contributions from IRAs:

The Plan will accept a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in IRC Sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

Notwithstanding any of the foregoing, the Plan will not accept any portion of a rollover contribution or a direct rollover that includes after-tax employee contributions.

The amount transferred to the Plan must be transferred within sixty (60) days of the date such individual received the eligible rollover distribution, provided, however, that for distributions made after December 31, 2001, the Secretary of the Treasury may waive the 60-day rollover period if the failure to waive such requirement would be against equity or good conscience, including cases of casualty, disaster, or other events beyond the reasonable control of the individual as provided under IRC Sections 402(c)(3) and 408(d)(3).

Section 7.10. Withholding Orders

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

In accordance with ORC Section 3305.09, 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 ORC Section 2907.15 or division (C)(2)(b) of ORC Section 2921.41. The Provider of the Annuity Contract shall comply with that withholding order in making the payment.

Upon notice pursuant to ORC Section 2907.15 or division (D) of ORC Section 2921.41 that a Participant is charged with a violation of ORC Sections 2907.02, 2907.03, 2907.04, 2907.05 or 2921.41, no payment shall be made to the Participant or his or her Beneficiary(ies) under this Plan 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 under ORC Section 2907.15 or division (C)(2)(b)(i) of ORC Section 2921.41, 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 for purposes of restitution has been filed under ORC Section 2907.15 or division (C)(2)(b)(i) of ORC Section 2921.41, 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 Ohio law, be subject to any withholding order for spousal or child support issued pursuant to the provisions of the ORC. Payments made on and after April 1, 2001 shall, to the extent required by law, also be subject to ORC Sections 3111.23 and 3115.32.

(c) Provider Responsibility

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

ARTICLE VIII. AMENDMENT AND TERMINATION

Section 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 ORC Chapter 3305, 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 1.9, the Employer's liability to make contributions as to any Provider shall terminate upon the Provider ceasing to be a designated provider.

Section 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.

Section 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.

The Ohio State University (hereinafter referred to as the "Volume Submitter Practitioner" or "Practitioner" in this Section 8.3) shall have the authority to amend the Plan on behalf of all adopting employers, including those employers who have adopted the Plan prior to this amendment, for changes in the IRC, Treasury Regulations, Revenue Rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption shall not cause such Plan to be individually designed, and for corrections of prior approved plans. These amendments shall be applied to all employers who have adopted a volume submitter plan of the Practitioner.

The Practitioner shall no longer have the authority to amend the Plan on behalf of any adopting Employer as of either: (1) the date the Internal Revenue Service requires the employer to file Form 5300 as an individually designed plan as a result of an employer amendment to the Plan to incorporate a type of plan not allowable in the volume submitter program, as described in Revenue Procedure 2005-16, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments. If an employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the adopting employer is conditioned on the Plan receiving a favorable determination letter.

The Volume Submitter Practitioner shall maintain, or have maintained on its behalf, a record of the employers that have adopted the Plan, and the Volume Submitter Practitioner shall make reasonable and diligent efforts to ensure that adopting employers have actually received and are aware of all Plan amendments and that such employers adopt new documents when necessary. The Volume Submitter Practitioner will also inform the employer(s) in the event of a discontinuance or abandonment of the Plan. This paragraph supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this paragraph. The Volume Submitter Practitioner may be contacted at: The Ohio State University, 1590 North High Street, Suite 500, Columbus, Ohio 43201 (614-292-0611).

An Employer adopting a volume submitter plan may rely on the volume submitter plan's advisory letter as described in section 19 of Revenue Procedures 2011-49 if the Employer's Plan is identical to an approved specimen plan with a currently valid favorable advisory letter, the Employer has not amended the Plan other than to choose options provided under the approved plan or to make amendments as described in Section 19.03(3) of Revenue Procedure 2011-49, and the Employer has followed the terms of the Plan. An Employer can forego filing the Internal Revenue Service Form 5307 and rely on the volume submitter plan's favorable advisory letter with respect to the qualification requirements, except as provided in subparagraphs (1) through (4) of Section 19.03 of Revenue Procedure 2011-49.

Section 8.4. Vesting on Termination of Plan

Upon termination or partial termination of the Plan by formal action of the Employer or for any 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.

Section 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

Section 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.

Section 9.2. Uniform Service Employment and Reemployment Rights Act of 1994

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will not be provided in accordance with IRC Section 414(u).

In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in IRC Section 414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA") immediately prior to the Participant's death.

If the Employer elects in this paragraph, then for benefit accrual purposes, the Plan shall treat a Participant who dies or becomes Disabled on or after January 1, 2007 while performing qualified military service with respect to the Employer as if the Participant had resumed employment in accordance with the Participant's reemployment rights under USERRA, on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability. _____ ***(NOTE TO REVIEWER: If checked, the Employer elects to apply this paragraph.)***

If the Employer elects in this paragraph, the Plan will determine the amount of employee contributions and the amount of elective deferrals (if applicable) of a Participant treated as reemployed for purposes of applying IRC Section 414(u)(8)(C) on the basis of the Participant's average actual employee contributions or elective deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer. _____ ***(NOTE TO REVIEWER: If checked, the Employer elects to apply this paragraph.)***

If the Employer elects in this paragraph for years beginning after December 31, 2008: (i) a Participant receiving a differential wage payment as defined by IRC Section 3401(h)(2), shall be treated as an employee of the Employer making the payment, (ii) the differential wage payment shall be treated as compensation for purposes of IRC Section 415(c)(3) and Treasury Regulation Section 1.415(c)-2 (e.g., for purposes of IRC Section 415), and (iii) the Plan shall not be treated as failing to meet the requirements of any provisions described in IRC Section 414(u)(1)(C) (or corresponding Plan provisions), by reason of any contribution or benefit which is based on the differential wage payment. Differential wage payments, if applicable, (as described herein) will also be considered compensation for all Plan purposes. _____ ***(NOTE TO REVIEWER: If checked, the Employer elects to apply this paragraph.)***

Section 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 or she 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.

Section 9.4. Reversion of Contributions Under Certain Circumstances

No contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the insurer provides that: (1) no value under contracts providing benefits under the Plan or credits determined by the insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of contribution.

If this Plan is funded by individual contracts that provide a Participant's benefit under the Plan, such individual contracts shall constitute the Participant's Account balance. If this Plan is funded by group contracts, under the group annuity or group insurance contract, premiums or other consideration received by the insurance company must be allocated to Participant's Accounts under the Plan.

Section 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.

Section 9.6. No Discrimination

Neither the Employer nor any 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.

Section 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.

Section 9.8. Records and Information

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

Section 9.9. Information to Participants

Each 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.

Section 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. The Employer shall have the power to interpret and construe the Plan. Any such actions shall be final and conclusive upon all persons.

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed as of the date written below.

EMPLOYER

By: _____

Its: _____

Date: _____

FINANCE & ADMINISTRATION COMMITTEE

TAB 6

**AUBURN SCIENCE AND ENGINEERING CENTER
COLLEGE OF ENGINEERING
CAREER CENTER RENOVATION**



TO: Mr. Nathan J. Mortimer
Vice President of Finance & Administration and Chief Financial Officer

FROM: Misty Villers
Assistant to the VP/Fiscal Officer, CPFM

DATE: January 12, 2016

SUBJECT: ASEC College of Engineering Career Center Renovation
Project No. 150016

Bids for the above referenced project were solicited in November 2015. The bids for construction were received/opened by our Purchasing Department on December 22, 2015. This project is locally funded and consists of renovations including but not limited to new interview spaces, conference room, and office support facilities to enhance career placement of engineering students during their course studies.

We recommend the award of construction contract(s) to the following contractor(s):

Low Bidder	Trades	Low Bid
R M Regal Enterprises, Inc. Berea, Ohio	Fire Suppression	\$11,700
Lake Erie Electric, Inc. Akron, Ohio	Electrical	\$154,580
Coastal Quality Construction Broadview Heights, Ohio	Combined Bid	\$513,000
Synergy, LLC Akron, Ohio	Combined Bid	\$51,000
TOTAL		\$730,280

Total budget vs. recommendation:

Construction Budget	Recommended Award	Difference from Budget	% Diff. From Budget
\$950,000	\$730,280	-\$219,720	- 23.13%

The budget for this project is as follows:

BUDGET:

<u>Total Estimate</u>	\$1,300,000	<u>Total Actual</u>	\$1,114,818
Design & Reimbursable	\$115,909	Design & Reimbursable	\$115,909
Construction	\$950,000	Construction	\$730,280
FFE	\$133,020	FFE	\$133,020
Audio Visual	\$15,000	Audio Visual	\$15,000
Wall Mural	\$10,000	Wall Mural	\$10,000
Local Admin Fee	\$14,250	Local Admin Fee	\$10,954
Contingency	\$61,821	Contingency	\$99,655

FUNDING SOURCE:

Local Funds	\$1,114,818
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The Department of Capital Planning and Facilities Management has reviewed the proposals and determined that an award, as shown above, best meets the State of Ohio's qualifications and the University's requirements. The results of bidding process for this project, compiled by the Purchasing Department, are attached.

If you concur, this recommendation will be submitted on February 10, 2016 to the Finance and Administration Committee for its consideration.



Department of Purchasing

B o n d / C h e c k
 A d d e n d u m
 w e r o f A u t h o r i t y
 2

Project: ASEC College of Engineering Career Center Renovation Project 150016

Proposal Opened and Read By: Bill Jenkins Proposal Tabulated By: Andrew Hostettler

Due Date: 12/22/15

Due Time: 9:00 AM

Estimate: \$ 950,000.00

Prepared: 12/22/15

Contractor Name/Address	Item 1 General Base Bid	Item 1A Alternate G-1 Expanded Fire - Rated Glass Rooms 125, 127, 128, 129	Item 2 Demolition Base Bid	Item 3 Interior Aluminum Frames/Glazing Base Bid	Item 3A Alternate GL-1 Interior Frames & Glazing Expanded Fire -Rated Glass Rooms 125, 127, 128, 129	Item 4 Stair and Railings Base Bid	Item 5 Plumbing Base Bid	Item 6 Fire Suppression Base Bid	Item 7 HVAC Base Bid	Item 8 Electrical Base Bid	Items included in Combined Bid	Item 9 Combined Bid	Item 9A Alternate G-1 Expanded Fire - Rated Glass Rooms 125, 127, 128, 129	Item 9B Alternate GL-1 Interior Frames & Glazing Expanded Fire -Rated Glass Rooms 125, 127, 128, 130	Total Bids	Low Bids
R.M. Regal Enterprises, Inc. Berea, OH	X	X	X					\$11,700.00							\$11,700.00	Item 6
Dial Electric, LTD Solon, OH	X	X	X							\$185,900.00						
Lake Erie Electric, Inc. Akron, OH	X	X	X							\$154,580.00					\$154,580.00	Item 8
M & M Electrical Contractors, Inc. Tallmadge, OH	X	X	X							\$156,444.00						
Speilman Electric, Inc. Tallmadge, OH	X	X	X							\$160,900.00						
Thompson Electric, Inc. Munroe Falls, OH	X	X	X							\$165,000.00						
Cavanaugh Building Company Akron, OH	X	X	X				\$135,000.00				1,2,3	\$414,600.00	\$0.00	\$12,000.00		
Coastal Quality Construction Broadview Heights, OH	X	X	X								1,2,3,4	\$499,000.00	\$1,000.00	\$14,000.00	\$513,000.00	Item 1,2,3,4
Feghali Brothers, LLC Canfield, OH	X	X	X	\$224,900.00		\$21,600.00					1 thru 7	\$609,000.00	-\$1,200.00	\$6,000.00		
Stanley Miller Construction East Sparta, OH	X	X	X	\$259,134.00												
R. L. Hill Management Solon, OH	X	X	X								1 thru 7	\$843,000.00	\$7,500.00	\$7,500.00		
Sona Construction, LLC Independence, OH	X	X	X								1 thru 7	\$610,000.00	\$0.00	\$15,000.00		
Synergy, LLC Akron, OH	X	X	X								5,7	\$51,000.00			\$51,000.00	Item 5,7

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

ASEC College of Engineering Career Center Renovation
Recommendation for Approval of Construction Contracts

BE IT RESOLVED, that the recommendation presented by the Finance & Administration Committee on February 10, 2016, pertaining to the award of ASEC College of Engineering Career Center renovation contracts to the following companies, be approved.

Low Bidder	Trades	Low Bid
R. M. Regal Enterprises, Inc. Berea, Ohio	Fire Suppression	\$ 11,700
Lake Erie Electric, Inc. Akron, Ohio	Electrical	154,580
Coastal Quality Construction Broadview Heights, Ohio	Combined Bid	513,000
Synergy, LLC Akron, Ohio	Combined Bid	51,000
	Total	\$730,280

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

FINANCE & ADMINISTRATION COMMITTEE

TAB 7

GIFTS

REPORT TO THE UNIVERSITY OF AKRON BOARD OF TRUSTEES

Department of Development
February 10, 2016

The University of Akron recorded total giving of \$20,890,249 for July-December 2015. That total compares to \$30,081,299 for July-December 2014 (a decrease of 31 percent) and a year-to-date average of \$31,081,488 for the previous five years (a decrease of 33 percent). During July-December 2015, 10,760 gifts were received, as compared with 13,805 for the same period in the last fiscal year (a decrease of 22 percent).

Comparable Year-to-Date Totals for December 2015*

Fiscal Year	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Cash Gifts	\$20,014,793	\$26,664,833	\$20,073,384	\$17,729,499	\$17,680,067	\$14,346,242
# Cash Gifts	13,134	12,832	12,015	13,247	13,696	10,673
Gifts-in-Kind	\$2,272,823	\$10,749,401	\$13,319,110	\$14,502,297	\$12,401,232	\$6,544,007
# Gifts-in-Kind	291	285	217	294	109	87
Total Giving	\$22,287,616	\$37,414,234	\$33,392,494	\$32,231,796	\$30,081,299	\$20,890,249
Total Gifts	13,425	13,117	12,232	13,541	13,805	10,760

**Note: Totals include in-hand cash gifts and in-hand gifts-in-kind; pledges are not included.*

Quick Facts: July 1-Dec. 31, 2015 v. July 1-Dec. 31, 2014

- Alumni giving is up 1.13 percent from the same period last year (\$2,453,607 v. \$2,426,215).
- Philanthropic foundation giving is up 1.71 percent from the same period last year (\$2,612,288 v. \$2,568,382).
- Organization giving is down 44 percent from the same period last year (\$8,927,095 v. \$15,915,391), due to decrease in software gift-in-kind.

Notable Gift Differences: Nov. 1-Dec. 31, 2015 v. Nov. 1-Dec. 31, 2014

- A \$6 million decrease in total giving for the current period was expected and attributed to the completion of a gift-in-kind of software from Synopsys.

Notable Gifts

- Arthur F. "Art" Anton, president and CEO of Swagelok, and his wife, Carol, provided \$100,000 in support of the couple's scholarship for students in the College of Engineering.
- Michael ('91) and Amy ('96) Terry established an endowed scholarship with a gift of \$50,000 for students in the College of Engineering and the Buchtel College of Arts and Sciences.
- School of Law alumni Kevin Krull ('77) and Jay Vodofsky ('78) have collaborated to raise funds in honor of Professor Emeritus Merlin Briner who primarily taught tax law before retiring in 1996.
- See the Division of Advancement Report for more news on recent gifts to the University.

Notable Gifts-in-Kind Received Nov. 1-Dec. 31, 2015

- The National Polymer Innovation Center received a Bruckner Lab Stretcher Karo IV machine, valued at \$225,000, from the Avery Dennison Corporation. The machine is used by students for teaching and production of smart materials.

- The Department of Civil Engineering received five pieces of high-tech equipment, valued at nearly \$244,000, from the NASA Glenn Research Center for faculty research.
- The School of Music received two Steinway pianos, valued collectively at \$20,500, toward the school's All-Steinway campaign. The value and condition were confirmed by an independent Steinway professional.

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Acceptance of Gift Income Report for July-December 2015

BE IT RESOLVED, That the recommendation of the Finance & Administration Committee on February 10, 2016, pertaining to acceptance of the Gift Income Report for July-December 2015, be approved.

Paul Herold, Secretary
Board of Trustees

February 10, 2016

FINANCE & ADMINISTRATION COMMITTEE

TAB 8

**PURCHASES \$25,000 TO \$500,000
FOR NOVEMBER-DECEMBER 2015**

THE UNIVERSITY OF AKRON
CONTRACTS BETWEEN \$25,000 AND \$500,000
November 2015 (Informational Report)

The following contracts, all of which were entered into following University policy, were made subsequent to the last meeting of the Board of Trustees; this list is submitted for the Board's information.

SOURCE	VENDOR NAME	PO NO.	AMOUNTS	COMMENTS
General Fund	Barnes & Noble College Booksellers Inc.	88533	\$ 83,650	Akron Experience and Summit Success Courses
	Cahill Corporation	88564	74,899	Repairs to the Vault Piping at Goodyear Polymer Science Building
	FEI Company	88621	18,351	Equipment Service Renewal
	Graybar Electric Inc.	88347	30,229	Fluorescent Lamps
	Lexmark Enterprise Software, LLC	88568	29,003	Nolij Web Enterprise Renewal
	Medlagistic Inc.	88467	225,000	Advertising/Marketing Services
	Ruffalo Noel Levitz LLC	R88562	33,000	Consulting to Assess and Streamline Graduate School and Financial Aid Processes Including Recruitment and Surveys
	Thompson Electric Inc.	88424	30,000	Replace Heat Pipe in EJ Thomas Parking Deck
	White's Farm Supply	88464	36,590	Massey Ferguson Tractor and Accessories
	Xerox Education Services Inc.	B1677557	4,610	Computerized Billing and Accounting Service for Perkins, Nursing Student Loan Program
	Subtotal		\$ 565,332	
Auxiliary Funds	FEI Company	88621	\$ 3,181	Equipment Service Renewal
	Firestone Country Club	B1615488	61,500	Golf Tournament Fees and Merchandise
	New England Flight Watch LLC	88402	38,254	Charter Air Service for Men's Basketball Team to Green Bay Wisconsin
		Subtotal		\$ 102,935
Grant/Restricted Funds	Buehler Inc.	88443	\$ 26,562	Micro/Macrohardness Tester
	Cahill Corporation	88544	61,634	Boiler #2 Replacement
	Coon Caulking & Restoration Inc.	88430	55,220	General Trades Hower House Exterior Restoration
	Cortest Inc.	88541	332,089	Cortest Test Systems
	FEI Company	88621	5,000	Equipment Service Renewal
	Fisher Scientific	88602	27,668	Lab Equipment
	Gamry Instruments Inc.	88438	49,123	Four Potentiostat/Galvanostat
	JD Sports	88578	33,550	Women's Basketball Travel to Canada August 2016
	Laboratory Synergy LLC	88432	36,519	High Energy Ball Mill
	Professional Electric Products Co	88594	69,214	Transformer for Forge Substation
	Struers Inc.	88442	26,050	Auto Polishing Machine
	West Roofing Systems Inc.	88532	285,000	General Trades E.J. Thomas Renovations Roof
	Xerox Education Services Inc.	B1677557	22,455	Computerized Billing and Accounting Service for Perkins, Nursing Student Loan Program
		Subtotal		\$ 1,030,084
	Total		\$ 1,698,351	

THE UNIVERSITY OF AKRON
CONTRACTS BETWEEN \$25,000 AND \$500,000
December 2015 (Informational Report)

The following contracts, all of which were entered into following University policy, were made subsequent to the last meeting of the Board of Trustees; this list is submitted for the Board's information.

SOURCE	VENDOR NAME	PO NO.	AMOUNTS	COMMENTS
General Fund	Communica Inc.	88607	\$ 40,809	School of Law & Education Branding Consultant
	Flourish Inc.	88606	120,683	Consulting Services - Branding Campaign
	Flourish Inc.	88659	115,500	Consulting Services - Branding Campaign
	Instron Corporation	88895	60,330	Instron 1KN Single Test Machine
	Internet2	88699	35,112	Internet2 Annual Membership Dues
	Park Systems Inc.	88489	60,000	Atomic Force Microscopy
	SAS Institute Inc.	88763	27,150	2016 Renewal for SAS Operating System
	Sirius Computer Solutions Inc.	88657	32,747	IBM Support Renewal
	Workforce Software LLC	88721	156,492	EmpCenter Time and Attendance SaaS Renewal
	Subtotal		\$ 648,823	
Auxiliary Funds	Agilent Technologies Inc.	88739	\$ 29,028	Equipment Support Renewal
	Akron Civic Theatre	88771	45,830	Consulting and Services for 12 Months August 1, 2015 - July 31, 2016
	IMG Learfield Ticket Solutions LLC	88784	26,587	Revenue Share for Football, Basketball and Soccer Ticket Sales for August 2015
	IMG Learfield Ticket Solutions LLC	88786	38,918	Revenue Share for Football, Basketball and Soccer Ticket Sales for September 2015
	US Bank Equipment Finance	B1683788	74,235	Bizhub Press Printing & Overage Monthly Charges
		Subtotal		\$ 214,598
Grant/Restricted Funds	Accurion Inc.	88666	\$ 259,500	Spectroscopic Imaging Ellipsometer
	Akron Polymer Systems Inc.	88741	200,000	35 kg PEU Resin
	CompuTherm, LLC	88854	62,900	Annual Pandat Software License
	Instron Corporation	88895	19,470	Instron 1KN Single Test Machine
		Subtotal		\$ 541,870
	Total		\$ 1,405,291	

FINANCE & ADMINISTRATION COMMITTEE

TAB 9

ADVANCEMENT



DIVISION OF ADVANCEMENT REPORT

Enrollment Management
University Communications and
Marketing

Development, Alumni & Government
Relations, and UA Foundation
Athletics External Relations

Lawrence J. Burns

VICE PRESIDENT OF ADVANCEMENT

DIVISION OF ADVANCEMENT ENROLLMENT MANAGEMENT

News from Admissions

WELCOME TO UA!



The Dec. 5 Admissions Information Session was full of excitement as prospective students and their parents toured campus; learned about UA admissions, financial aid, Honors College and our academic programs; and reviewed their next steps in the enrollment process.

TRANSFER ADMISSION PROGRESS

We're continuing to process and connect with as many transfer students as possible for spring admission and enrollment.

We sent emails and placed phone calls to admits with missing credentials to move them to admission and contacted admits to encourage them to confirm before the final new student orientation program in January. The confirmation fee deferral process is also going well for students who were unable to pay the confirmation fee immediately. This will help us to increase the yield of the late admits/enrollees.

A new transfer recruitment campaign will launch shortly with Royall & Co. to increase applications, admits and enrollment of transfer students for next fall.



The team in Admissions.

FRESHMAN APPLICATIONS

We're continuing with clean up in the processing of freshman applications and Honors-qualified admits. We're making good headway as the Blue & Gold report from mid-January shows an increase in freshman admits of 227 (2.8%), Akron campus/domestic/traditional only. Honors College admits are up 23 (1.3%) for this population.



A DAY FOR COUNSELORS TO LEARN ABOUT INITIATIVES

We welcomed about 80 high school counselors who serve on our High School Advisory Board for a campus meeting on Nov. 13. President Scarborough spoke, as did Lawrence J. Burns, Lauri Thorpe, Diane Raybuck and Jennifer Harpham, who is director of student financial aid. Dan Kandray, associate professor of manufacturing engineering technology, spoke about our thriving Engineering Science & Technology program, and Neil Sapienza, associate dean of the Buchtel College of Arts and Sciences, discussed the enduring strength of our arts programs. The event concluded with lunch hosted by the Office of Admissions.



**TELLING OUR STORY
ACROSS THE REGION**

President Scarborough and leaders from Advancement have been traveling across the region to meet face to face with high school teachers, counselors and administrators. The sessions allow the team to tell the University's story about our real-world education, our connections to industry and the benefits both offer to students.

Above, President Scarborough meets with our high school counselors and teachers at Barberton High School and learned about how our LeBron James Family Foundation College of Education students are making a difference in the lives of students at Barberton High School.



President Scarborough meets with Medina County high school counselors at the Medina County Career Center in December.



President Scarborough meets with Barberton School Board President Joe Stefan (left), Barberton Mayor William Judge (center) and Barberton Superintendent Patricia Cleary (right).



President Scarborough meets with a Tuscarawas County high school counselor and greets a student at Buckeye Career Center.



At the Buckeye Career Center in December, President Scarborough shares our UA story on WJER in Tuscarawas County following a meeting with high school counselors there.

MEETING STARK COUNTY EDUCATORS

Lawrence J. Burns, Lauri Thorpe and Brittany Cochran from Admissions shared UA updates and answered questions for Stark County high school counselors in November. The meeting was held at the R.G. Drage Career Center in Massillon.

News from Student Financial Aid



The team in Student Financial Aid.

NEW FINANCIAL AID YEAR

The Office of Student Financial Aid is preparing for the new financial aid year, 2016-17. Prospective freshmen and transfer students for fall 2016 are receiving scholarship offers and will soon receive their comprehensive financial aid packages, which can include loans and grants.

Financial Aid leaders are traveling throughout the area presenting at various high school financial aid nights, educating students and families about financial aid opportunities.

On Feb. 14, UA will host the annual College Goal Sunday for Summit County. The event provides students and families with assistance completing the Free Application for Federal Student Aid (FAFSA) form.

Operational enhancements to streamline processes and improve service to students continue and will be in place for the new financial aid cycle.

DIVISION OF ADVANCEMENT

UNIVERSITY COMMUNICATIONS AND MARKETING



New video introduces data sciences center, Dr. Garzia

Look soon for a new commercial created to introduce the new Center for Data Sciences, Analytics, and Information Technology as well as Dr. Mario Garzia, an accomplished Microsoft pioneer in the field of data sciences as the key influencer and director of the center. (Garzia is pictured above left.)

This spot will be integrated into the spring media buy and future media buys for the purposes of increasing enrollment, establishing the University as a pioneer and leader in the data sciences field, focusing on the dedication to exceptional staff such as Garzia, and to enhance the overall brand image of the University.

The commercial is titled “Change is Coming,” and it is a realization of all of the real-life interactions taking place in the world every day at every moment. The underlying theme focuses on the impact of harnessing, analyzing and interpreting data to yield meaningful solutions that solve local, national and global issues. And, it is The University of Akron that has dedicated itself as a leader by bringing together multiple disciplines within the University, through a single center, to provide qualified and ready-to-contribute graduates into the growing data science industry.

Students and staff associated with the University appear in the spot, as well as some stock footage and local talent for the global messaging piece of the video. Unique is the presence of Garzia, who appears in the video and narrates. His presence connects Akron to real-world applications and gives a global feel to the piece.

Ultimately, the piece is designed to establish The University of Akron as a pioneering, experiential, industry-leading institution that is expanding beyond Northeast Ohio!

‘UA TO Z’ IS ALL ABOUT AKRON

Recent guests on UA’s “UA to Z” radio show include Dr. Mario Garzia, director of our new Center for Data Sciences, Analytics, and Information Technology; Darnell Davis, who is a political science and criminal justice major, and Student Trustee on UA’s Board of Trustees, and C.J. Howse, president of The Black Excellence Commission.

Hear the show Saturdays at 10 a.m. on WAKR-AM 1590. Hosts are Lawrence J. Burns and Willy Kollman, director of alumni relations. An archive is at <http://uatoo.uakron.edu>.



Host Lawrence J. Burns with Darnell Davis.

Dreamers, makers
and action takers—
This is our place.
We are thinkers,
doers and pioneers.
The proactive,
not the passive.
Now is our time.

Here's to us...all of us.
The pathfinders.
The entrepreneurs.
The game-changers.

Experience the power of many.
Are you out there?

Join us.

EXPERIENCE YOU. UNLIMITED.
AreYouOutThere.com

The University of Akron
OHIO'S POLYTECHNIC UNIVERSITY



REGIONAL EXPOSURE IN NATIONAL MAGAZINES

We're calling all thinkers, doers and game changers to consider UA in a regional advertising buy in such magazines as Time, Sports Illustrated, Bloomberg Businessweek and The Week.

Sponsored by Walmart, at&t, The University of Akron

All roads lead to...
THE BLACK MALE SUMMIT
APRIL 8-9, 2016

The Black Male Summit will broadcast from the John S. Knight Center on Friday, April 8, and Saturday, April 9, from 10:00 a.m. to 5:00 p.m.

Outstanding keynote speakers, workshops, networking and more...
Sponsors: Walmart, at&t, and The University of Akron. Visit our website to register or learn more at uakron.edu/summit

BLACK MALE SUMMIT

BIG EVENTS

Postcards and handout cards were designed to promote the Black Male Summit (above) and Rethinking Race (right).

RETHINKING RACE:
Black, White and Beyond

Jan. 29 - Feb. 12, 2016

The University of Akron
OHIO'S POLYTECHNIC UNIVERSITY

Sponsored by the Office of Inclusion and Equity and University Libraries. uakron.edu/race

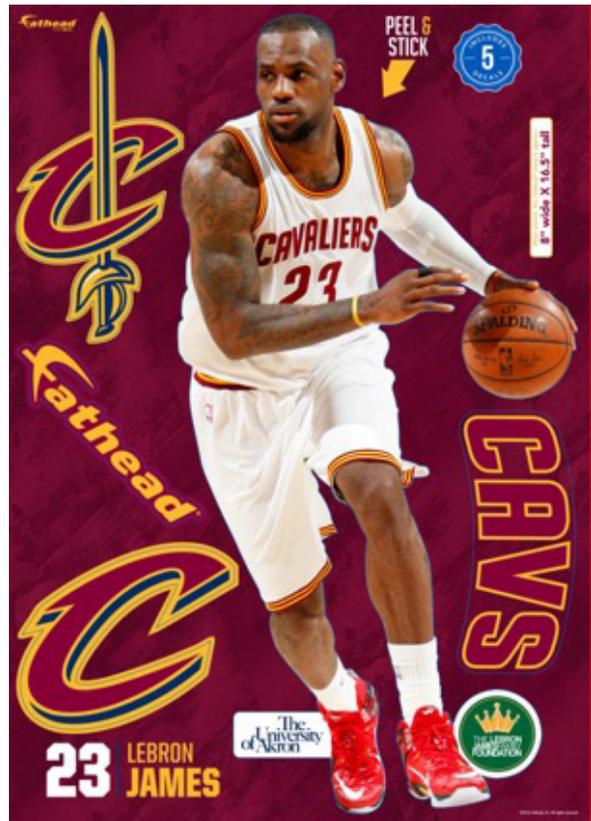
UA's partnership with LeBron and the Cavs

UA NIGHT WITH THE CAVS

On Feb. 6, The University of Akron's game-changing partnership with the LeBron James Family Foundation was on full display at The Q.

Cavaliers fans received a LeBron James Fathead wall decal (right) that included information about the scholarship program and an invitation to join LeBron and the University in making a difference in the lives of these students by donating via text message (below).

UA representatives and students were in the main concourse before the game to meet with Cavs fans and share about their Akron experiences.



THE ULTIMATE GAME-CHANGER

Together, The University of Akron and LeBron James have joined forces to provide full scholarships for students currently enrolled in the Akron Public Schools and James' mentorship program. This opportunity of higher education for these inner-city students is life-changing.

And just like the thousands of students who choose The University of Akron every year, LeBron's kids will gain a career-focused education enabling them to cultivate their talents and pursue their dreams. They'll have access to world-class faculty, valuable co-op and internship opportunities and a campus community ready to help them succeed at every turn. Their hard-earned UA degrees will open more doors for them than they ever believed were possible.

No matter the setting -- on the soccer field, in the classroom, research lab or on stage -- our students engage in real-world learning opportunities that give them the confidence and skills they need to hit the ground running upon graduation. UA's nationally-recognized programs are led by expert faculty in a variety of fields ranging from polymers to psychology and engineering to dance, business, education, political science, marketing and many more.

As LeBron continues to do his part to help his students achieve their dreams through higher education, The University of Akron continues to provide ways to engage, encourage, and inspire its students on their journeys to fulfilling and game-changing careers.

Visit AnyHeadOutThere.com to learn more about the opportunities waiting for you at The University of Akron.

GENERATION 



JOIN LEBRON
as he works to make a difference in the lives of these deserving children.

Text LEBRON to 41444
to make a donation

23 LEBRON JAMES
FAMILY FOUNDATION

CAVS HONOR AMAZING SOCCER SEASON



In December, the Cavaliers honored the men's soccer team for its record-breaking season and for reaching the final four and the NCAA College Cup. The coaching staff was invited on court during halftime, accompanied by Zippy, to celebrate the club's impressive accomplishments.

Media relations: Telling our story

We successfully pitched Crain's Cleveland Business on writing a feature story about former Microsoft executive Dr. Mario Garzia's plans as executive director of UA's new Center for Data Science, Analytics and Information Technology. The lengthy piece spotlighted Garzia and his goal of making UA known for expertise in data science.

We publicized the "Inquire! Innovate! Invent!" event aimed at educating and inspiring girls about the engineering and science fields. The Beacon Journal and The Medina Gazette covered the program.

We facilitated media coverage of President Scarborough's presentation on the University's present and future at the Akron Press Club. WKSU-FM, The Buchtelite and Akron Beacon Journal were there. WKYC-TV, Science Newline and Phys.org are just a few of the news outlets that have described research by Ph.D. candidate Gaurav Amarpuri, along with professors Ali Dhinojwala, Todd Blackledge and a Virginia Tech colleague, that indicates spiders make glue with maximum stickiness at the humidity matching the natural habitat of the spider.

A news release about Facebook user trends by assistant professor Amber Ferris and a Kent State colleague has attracted the interest of Science Newline, Science, Business Standard and other media outlets worldwide.

University of Akron surprises hospitalized graduate with his own ceremony, speech at Akron General



University of Akron officials Lauri Thorpe and Ravi Krovil, friends and family attend the surprise hospital graduation of Zach Betscher at Akron General Medical Center. Betscher is recovering from an appendectomy. Photos courtesy of the Betscher family

UA BEDSIDE GRADUATION

By Rick Armon
Beacon Journal staff writer

Zach Betscher couldn't attend his graduation ceremony at the University of Akron because of an emergency appendectomy.

So the school brought the pomp and circumstance to him.

UA surprised Betscher, 22, with a commencement ceremony in his hospital room Thursday morning at Akron General Medical Center.

Surrounded by his parents, Phi Delta Theta fraternity brothers and UA administrators dressed in caps and gowns, Betscher received his diploma while still hooked up to an IV from College of Business Administration Dean Ravi Krovil.

He received a bachelor's degree in accounting.

Krovil even served as keynote speaker for the ceremony for one.

Please see Graduate, B3

"It truly made me appreciate how wonderful and caring people can be to one another."

Stephanie York
Akron General spokeswoman

Zach Betscher holds his diploma and his girlfriend Stephanie Weber after the surprise hospital graduation by the University of Akron at Akron General Medical Center. Betscher, who received his bachelor's degree in accounting, had an emergency appendectomy on Wednesday.

A surprise graduation ceremony held for Zachary Betscher at Akron General led to a heartwarming story with photos of the impromptu ceremony in the Akron Beacon Journal.

We promoted the stellar lineup for the 2016 edition of UA's Black Male Summit and its continued support by AT&T via a media event at the Student Union (right). WEWS-TV, WHBC-AM, WAKR-AM, the Akron Beacon Journal and 4-traders previewed the event for their audiences.

In the photo to the right, from left, are Lawrence J. Burns, vice president of advancement and co-chair of the summit; Lee Gill, chief diversity officer and co-chair; Darnell Davis, undergraduate Student Trustee on the UA Board of Trustees; Rep. Emelia Sykes (D-Ohio); and Steve Kristan, external affairs director, AT&T Ohio.



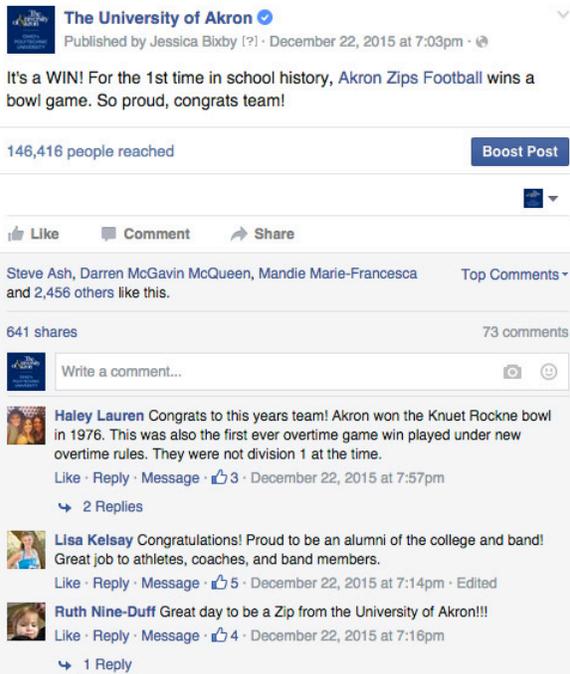
Social media: Building and strengthening connections



BIG BUZZ ABOUT BOWL WIN

Social media was buzzing when Akron was selected to play in the Famous Idaho Potato Bowl.

When the Zips pulled off the win, fans exploded with excitement and shared their congratulations! To the right is our most shared post in our history, sent out when the game ended. Above, fans comment about the bowl trophy.



CELEBRATING WITH OUR GRADS



Fall Commencement was celebrated on social media with the hashtag #ForeverAZip. Many graduates and their family enjoyed sharing photos from our Facebook gallery.



Before and after: The hallway as it appeared before (left) and after the wrap was installed (center and right).

FRESH LOOK FOR THE GRADUATE SCHOOL

A new “wall wrap” greets visitors to the Graduate School’s offices in the Polsky Building. The wrap is consistent with the University’s fresh branding cam-

aign, signaling to prospective graduate students that our Graduate School is the place for dreamers, thinkers and game changers.

SHARING THE AKRON EXPERIENCE

Every month, we produce video and web profiles of our students, and we use those profiles to make emotional, personal connections with prospective students so they get a strong sense of the experience here. These profiles are shared with prospects via email, web and social media campaigns. See our home page or our YouTube channel for the latest profiles.



SANTA ZIPPY SPREADS GOOD CHEER

“Santa” Zippy and her elves spread some holiday cheer to campus in December. A festive photo booth was enjoyed by many, with a few lucky Zips receiving a special present!

The fun was captured in a video released just before the holidays and distributed widely in email and social media.

FALL 2015 SEMESTER IN REVIEW

University of Akron student captures Jurassic World workers did not capture the Z-Flex! Look for her back at the Student Union on Friday, 11:30-1pm.

Honors College freshman enrollment has increased 87% this fall.

Make a Difference Day draw nearly 850 UA student and staff volunteers.

UA experienced a 3.6% increase in new freshmen this fall.

The men's soccer team is enjoying another winning season!

The University of Akron | ONE'S POLYTECHNIC UNIVERSITY

FALL IN REVIEW

We created this review flier/mailer to promote all the great things that happened on campus this fall.

It was mailed to all current students and to students who have applied to UA.

DIVISION OF ADVANCEMENT

DEVELOPMENT, ALUMNI & GOVERNMENT RELATIONS, AND UA FOUNDATION

Gifts to strengthen the University and assist the students we serve

ART AND CAROL ANTON

Arthur F. "Art" Anton, president and CEO of Swagelok, and his wife, Carol, provided \$100,000 in support of the couple's scholarship for students in the College of Engineering.

In just over five years, the couple has donated more than \$500,000 toward the fund, clearly demonstrating their passion for creating opportunities for diversity students in engineering. In addition, Art is a highly influential board member of the Fred A. Lennon Charitable Trust, which has supported UA with \$2,250,000 for Honors College scholarships in the College of Engineering, as well as capital improvements in the college, including the construction of the Swagelok Career Center.



Kevin Krull and Jay Vodofsky



Merlin Briner '66 with wife Linda McClanahan.

MICHAEL AND AMY TERRY

Michael '91 and Amy '91, '96 Terry established an endowed scholarship with a gift of \$50,000 and made an additional gift of \$2,250 for the first award this fall. The Michael J. and Amy L. Terry Endowed Scholarship will benefit students in the College of Engineering and the Buchtel College of Arts and Sciences.

Michael, an electrical engineering graduate with a minor in computer science, is the president and



co-founder of Sanctuary Software Studio in Fairlawn, Ohio, where he employs primarily UA graduates. Amy holds degrees in education and applied mathematics, and is director of operations with Equity Trust.

HONORING A BELOVED LAW PROFESSOR

Several School of Law alumni have joined to raise funds to name a room in the renovated C. Blake McDowell Law Center in honor of Professor Emeritus Merlin Briner. Kevin Krull '77 and Jay Vodofsky '78 are leading the project. Briner earned his law degree from UA in 1966 and began teaching at the University in the early '70s. He primarily taught tax law before retiring in 1996.

FRANK AND MARIE BEVILACQUA

Frank '72, '74 and Marie '71, '74 Bevilacqua, both two-time University of Akron graduates and longtime UA benefactors, made a \$25,000 gift toward the College of Business Administration's Student Success Center. Frank, who has a degree in math and his MBA, is a partner and president with Winer and Bevilacqua, a CPA firm. He also chairs the Gift and Estate Planning Committee of The University of Akron Foundation. Marie earned undergraduate and graduate degrees in education.



BENJAMIN AND JANE CHUNG

Retired UA Professor Benjamin Chung and his wife, Jane, established a scholarship with a gift of \$20,000. The Dr. Benjamin and Jane Chung Endowed Scholarship Fund will provide financial assistance to students earning degrees in mechanical engineering. Chung is the F. Theodore Harrington Professor Emeritus at UA and continues to serve the University in a research capacity.



IOTHA MAE ROMWEBER TRUST

We received a gift of \$20,000 gift from the Iotha Mae Romweber Trust in support of The Dr. George E. Prough Scholarship Fund, which supports students majoring in marketing in the College of Business Administration. Joel "Jack" Aberth '70, an attorney with Stark & Knoll, is an officer of the Romweber trust and was instrumental in this effort to further honor the memory of Prough and his legacy to the Department of Marketing.



MARK AND PAMELA GOLDFARB

Mark '74 and Pamela Goldfarb made a gift toward their \$50,000 pledge for the Student Success Center in the College of Business Administration. Mark, who earned his accounting degree from UA, is a managing partner with BDO (formerly SS&G), a CPA firm, and serves on the University's President's Advisory Council.



VELMA E. POMRENKE

We received an outright gift of life insurance totaling nearly \$34,000 from Velma E. Pomrenke '79, retired UA professor emeritus of social science. The gift was earmarked for The University of Akron Retirees' Scholarship.

MARK AND BEVERLY BELGYA

We received the final installment of a \$250,000 pledge toward the Student Success Center in the College of Business Administration from Mark '82, '93 and Beverly '83 Belgya. Mark serves The J. M. Smucker Company as senior vice president and CFO.



Engagement



RALLYING TO SEND THE BAND TO THE BOWL

The Department of Development engaged Zips Nation through a campaign to help send Zippy's friends from the band with her to Boise for The Famous Idaho Potato Bowl.

Zippy was featured in video spots as a frustrated "one-man band" and as a dealer selling lemonade and hosting a car wash, all to raise funds to send the "Band to the Bowl."

The messaging, which linked to an online giving portal, was delivered through an email and social media campaign to a broad array of University constituencies the week before the game.



At the end of the bowl game, members of the football team celebrate with Ohio's Pride.



MEETING SCHOLARSHIP RECIPIENTS

A meet-and-greet luncheon was held in the Department of Development on Nov. 10, providing an opportunity for Drs. Roger '63, '69 and Judith '63 Read and Dr. James '54 and Antje Barnett to meet the current recipients of their named scholarships.

Roger is the retired chairman and CEO of Harwick Chemical, and James is dean emeritus of the College of Business Administration.

Collectively, the couples have provided about \$220,000 in student scholarships since the establishment of their funds:

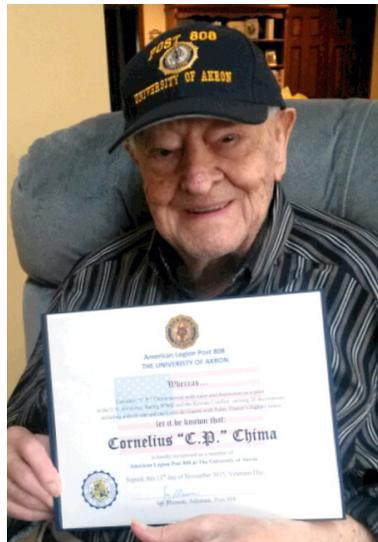
- The Judith A. and Roger T. Read Scholarship fund in Buchtel College of Arts and Sciences,
- The Roger T. and Judith A. Read Endowed Scholarship in Business Administration, and
- The Joyce Wortman Barnett Endowed International Business Scholarship for Excellence

HONORING C.P. CHIMA'S SERVICE AND SUPPORT

On Veterans Day, we visited with UA benefactor C.P. Chima, a World War II veteran, and presented him with a membership certificate and cap from the University's American Legion Post.

Both items were secured with assistance from alumnus and benefactor Jay Musson, Post 808 "adjutant," who expedited the request. Chima was pleased and placed the certificate on display.

Since 1963, he and his wife, Cornelia, have made gifts to UA totaling more than \$6 million, and they are recipients of honorary doctorates from the University.



Planned giving

PAUL C. FULTZ

The University of Akron Foundation received a bequest of nearly \$360,000 from the estate of Paul C. Fultz in support of his named scholarship, which benefits students majoring in education.

Fultz was a 1947 graduate who earned a degree in history from the Buchtel College of Arts and Sciences.

JOHN W. GLASGOW JR.

The University recently received an unrestricted estate gift of more than \$9,000 from alumnus John W. Glasgow Jr., a 1951 electrical engineering graduate.

JANE ROOT

Jane Root '63 established a \$25,000 bequest to benefit Bridge Scholarships, which are designed to help close a student's tuition gap.

Root is the retired director of leadership programs for Sigma Theta Tau International, the Honor Society for Nursing.

MARY CAPOTOSTO

The late Mary Capotosto '63, who retired from UA as former assistant professor of communicative disorders, directed her more than \$11,000 life insurance policy to The Mary B. Capotosto Scholarship, a fund she established in 1991 to benefit students majoring in communicative disorders.

WORK-AND-LEARNING INITIATIVE LAUNCHED

We met with representatives from a number of local businesses on the GOJO campus in December to introduce *Path to Excell!*, a work/learning initiative for high school-age Black males in Akron Public Schools.

Created by Joe Kanfer, CEO of GOJO, the program became part of the University's Black Male Summit in 2015 and is designed to engage participants in academics, career enrichment and college readiness by sparking career interest in potential academic and professional paths through a summer employment opportunity.

Successful completion of the program also qualifies the student for a \$1,000 scholarship to



Black males in Akron Public Schools have an opportunity to participate in Path to Excel! through UA's Black Male Summit. The program includes a \$1,000 scholarship to UA.

The University of Akron. To date, GOJO, Bridgestone Americas, Signet Jewelers, the city of Akron,

FirstEnergy Corp., and ValMark Securities have made commitments to participate.



Judge Joy Malek Oldfield '00 talks with Dean Matt Wilson during the annual School of Law holiday reception. In the background are Judge Tom Teodosio '82 (left) and Steve Fallis '73.

LAW SCHOOL RECEPTION

Hower House was the site for the School of Law's holiday reception on Dec. 8. The annual event was well attended by UA faculty and staff, as well as alumni and friends, including numerous local attorneys and judges.

SUPPORTING LAW GRADUATES

School of Law representatives Matt Wilson, dean; Alisa Benedict O'Brien, director of career planning; and Lia Evans, director of alumni and development, traveled to Columbus Nov. 16 to support the UA graduates being sworn into the profession by the Supreme Court of Ohio.

The School of Law ranked third in the state for first-time takers (July 2015 Ohio Bar), with a passage rate of 84 percent.

Government relations

HOUSING FOR BLISS INTERNS

We traveled to Columbus in December and visited a narrowing list of three to four locations being considered to house Bliss Institute interns, who spend a semester working in legislative offices in the Statehouse or in other politically related fields.

We now are awaiting drawings and plans of the buildings and remain open to ideas and thoughts from Reps. Ron Amstutz and Kirk Schuring about the best way to use the \$500,000 received in the FY15/16 Capital Budget for this project.



One location under consideration for Bliss Institute interns.

MAYOR HORRIGAN'S SWEARING-IN

We attended the swearing-in ceremony for the Honorable Dan Horrigan, Akron's new mayor and a UA alumnus, on Jan. 1. A number of local elected officials, including Sen. Tom Sawyer and Rep. Greta Johnson also were present.



Akron Mayor Dan Horrigan stands with his family at his swearing-in ceremony.

SENATOR LARRY OBHOF

We attended a reception in Medina for Senator Larry Obhof on Dec. 14. Also in attendance were Rep. Steve Hambley, former Speaker of the House Bill Batchelder and business leaders from Medina.



OHIO CONGRESSMAN TIM RYAN

On Dec. 15, we attended a breakfast hosted by the Greater Akron Chamber that featured Ohio Congressman Tim Ryan. Ryan's staff and a number of local leaders were in attendance.



INTER UNIVERSITY COUNCIL MEETINGS

Government Relations officers continue to participate in weekly Inter University Council meetings. The council is a trade association representing four-year universities. Recent issues include:

- HB 48, which maintains existing prohibition of concealed carry unless a Board of Trustees takes action to allow. The bill passed the House and likely will be considered by the Senate in the coming months.
- HB 384, which adds institutions of higher education to the list of entities on which the Auditor of State can conduct a Performance Audit. The council has expressed concern that the bill might be



micromanagement of a university and will continue to work with co-sponsors to ensure what passes makes sense.



SUPPORTING THE ZIPS

U.S. Sen. Rob Portman (center) was more than happy to show his support for the Zips during a visit in December from UA's Matt Akers (left), director of government relations, and Willy Kollman, director of alumni relations.

BUDGET REQUESTS

We assisted with Capital Budget requests, both in preparing documents and in meetings in Columbus with state legislators, to further UA's interests and secure state support.

The Capital Budget is expected to be introduced post primary (March 15) and typically is enacted within 30 days.

FEDERAL SCENE

We attended the government relations meeting of the American Public Land Grant Association in Washington, D.C., Feb. 9-10.

The meetings keep us up-to-date about federal legislation that impacts higher education and provides us with an opportunity to meet with our federal legislators.

BRINGING INTERNATIONAL STUDENTS TO UA

We are assisting the Bliss Institute with the International Campaign Fellows (ICF) program this fall. The program brings to UA international students who wish to participate in the 2016 U.S. presidential campaign.



The ICF program consists of an orientation to American presidential politics, the Campaign Battlegrounds course and placement with a presidential campaign. This is a great way to attract international students and international attention to the University.

OHIO BIRTHDAY PARTY

We continue to plan for the Ohio Birthday Party, which will be held March 2 in Washington, D.C.

More than 400 people are expected to attend the celebration, including many of Ohio's federal delegation and their staffers, as well as leaders of business, higher education, healthcare, and industry.

Alumni relations



AT THE COLLEGE CUP

In collaboration with UA Student Life and Athletics, the Alumni Association assisted in sending nearly 50 students to cheer on the men's soccer team in Kansas City at the College Cup on Dec. 11!

TAILGATING IN BOISE

Sixty Zips fans who made the trip to Boise, Idaho, for the Famous Idaho Potato Bowl enjoyed a pre-game tailgate before watching the Zips beat the Utah State Aggies 23-21. All attendees enjoyed a famous Idaho Potato bar, along with beverages and free alumni gear.



BUSINESS SOARS FOR ALUMNI

After PEG (Pritt Entertainment Group) was named the fifth fastest-growing upstart in the Weatherhead100, employees Josh Kuss, Jeffrey Pritt '13, (co-owner), Amanda Ake '13 and Ryan Pritt '08 (co-owner) took a moment to show their Zips pride!



Josh Kuss, Jeffrey Pritt '13, Amanda Ake '13 and Ryan Pritt '08 show their Zips pride!



"Senior Night Happy Hour" for nearly 50 soon-to-be graduates was held at The Score.

WELCOMING FUTURE ALUMNI

The University of Akron Alumni Association, in collaboration with Student Life, hosted "Senior Night Happy Hour" on Dec. 10.

Nearly 50 soon-to-be graduates attended the event at The Score on Exchange Street.



FALL COMMENCEMENT

The Alumni Association was present at fall Commencement, capturing recent graduates with everyone's favorite alumni photo frame.

All students had the opportunity to take a photo with the frame, and the pictures were posted to the Alumni Association's Facebook page.

DIVISION OF ADVANCEMENT ATHLETICS EXTERNAL RELATIONS



BUILDING COMMUNITY

During October, November and December, Zips Athletics utilized the success of men's soccer and football as well as the start of the men's and women's basketball season to reach out to 2,876,634 via e-mail.

WELCOMING ALUMNI TO KC AND BOISE

The Department of Athletics worked closely with the Alumni Office and Development to host alumni gatherings in Kansas City for the men's soccer College Cup and in Boise for the Famous Idaho Potato Bowl.

The three offices coordinated travel logistics, communication plans and donor invitations/engagement to pull of one of the best and most memorable November and December in Zips Athletics and for the University.

From Dec. 6 – Jan. 5, 2016, the Zips Athletics social media accounts were active with 563,976 impressions on Facebook; 427,033 (incomplete data) impressions on Twitter; and 2,226 views on YouTube.



'KIDS IN EDUCATION' DAY

In November, the women's basketball team held its "Kids in Education" game. More than 1,000 local schoolchildren in fifth grade attended the game versus Winthrop.

The students used facts about Zips women's basketball to learn about math, statistics and history.

FINANCE & ADMINISTRATION COMMITTEE

TAB 10

CAPITAL PROJECTS



OHIO's
POLYTECHNIC
UNIVERSITY

INTEROFFICE CORRESPONDENCE
Capital Planning and Facilities Management
EXT - 8316 FAX - 5838

TO: Mr. Nathan J. Mortimer
Vice President of Finance & Administration and Chief Financial Officer

FROM: Misty Villers *Misty Villers*
Assistant to the VP/Fiscal Officer, CPFM

DATE: January 12, 2016

SUBJECT: Capital Planning and Facilities Management Board Report

The report contains the following sections:

I. PROJECTS FOR APPROVAL

A. ASEC College of Engineering Career Center Renovation

II. INFORMATION ITEMS

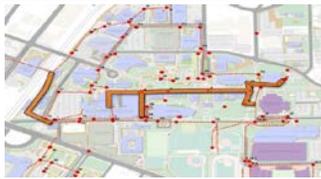
- A. Status of Projects and Planning Issues
- B. State Capital Request Prioritization (2015-2020)
- C. Status of Selected Projects
- D. Change Order Report
- E. Summary of Contingency Funds

PROJECT NAME	PROJECT NUMBER	IMAGE	DESCRIPTION	STATUS	
Administrative Services Building Fire Sprinkler System Replacement	UAK130015		Replacement of fire sprinkler mains and heads in all areas of the Administrative Services Building. <u>Construction schedule: 08/2015 - 02/2016.</u>		Construction 99% complete. <i>Change order work to wire tamper/flow switches to start 01/11/16.</i>
Akron Engineering Research Center Laboratory and Office Renovations	150018		Build out labs and office space for NCERCAMP (National Center for Education and Research on Corrosion and Materials Performance) and Engineering. <u>Construction schedule: 08/2015 - 03/2016.</u>		Construction start 08/2015. <i>Construction 65% complete.</i>
ASEC College of Engineering Career Center Renovation	150016		Renovate space adjacent to auditorium in atrium to enhance cooperative education program. <u>Construction schedule: 03/2016 - 08/2016.</u>		<i>Bids received 12/22/15.</i>
ASEC Exterior Façade and Lower Roof Replacement	UAK150004		Restore deteriorating masonry façades and remove/replace past service roof membranes at lower roof. <u>Construction schedule: 07/2015 - 06/2016.</u>		<i>Masonry Restoration complete. Roof Restoration 75% complete. Overall 87.5% complete.</i>
Boiler #2 Replacement	UAK150006		Demolition of existing boiler; installation of standby/temporary boiler; removal of temporary boiler; installation of permanent boiler (Simoneau). <u>Construction schedule: 09/2014 - 01/2016.</u>		Boiler install and startup complete. Boiler burner has been characterized to approximately 40% due to weather. <i>Characterization and EPA emission testing scheduled 01/19/16, weather permitting.</i>

-  Project delayed or over budget.
-  Project in budget and on schedule
-  Project substantially complete.

PROJECT NAME	PROJECT NUMBER	IMAGE	DESCRIPTION	STATUS	
Buchtel Hall Roof Replacement	UAK130019		Replace roof.		Bids due 02/09/16.
Center for the History of Psychology Renovation Phase II	150003		Renovation of the first and second floors of the Roadway Building. <u>Construction schedule: 07/2015 - 05/2016.</u>		Construction 45% complete.
Central Hower Infrastructure	UAK150013		Extension of campus electric and chilled water to Central Hower.		RMF Engineering selected for Engineering Services. Contract underway.
Chilled Water System Cooling Tower #1 and #3 Improvements	UAK130012		Phase I: Cooling Tower #1 Rebuild (new fill, hot water basins, cold water basins & miscellaneous parts, coating, etc.) Phase II: Piping replacements for Cooling Towers #1 & #3.		Phase I - Work complete. Phase II - In design.
E.J. Thomas Renovations	UAK150014		Phase I: Renovate the Spray Polyurethane Roof (SPUF). Phase II: Exterior and Interior Restoration. <u>Construction schedule: 05/2016 - 10/2016.</u>		Phase I: Roof work scheduled for Spring, weather permitting. Phase II: Braun & Steidl Architects schematic design underway.

- Project delayed or over budget.
- Project in budget and on schedule
- Project substantially complete.

PROJECT NAME	PROJECT NUMBER	IMAGE	DESCRIPTION	STATUS	
Electrical Infrastructure Loops	UAK150012		Replace central campus deteriorated 4,160 volt cable and duct bank with 23,000 volt loop and duct bank. In addition, provide alternate feeds to Exchange Street and South Hall Student Residences creating a secondary loop. Replace deteriorated transformers in Bierce Library & Crouse Hall.		Scheeser Buckely Mayfield LLC selected for Engineering Services. Contract underway.
Fire Alarm Replacement Phase 5	UAK130007		Replace antiquated fire alarm system in Center for Child Development, Ocasek Natatorium and ASEC. Construction schedule: 5/2016 - 9/2016.		Scope of work changed to remove Olson Research Center and include ASEC.
General Lab Renovation	UAK150011		Cosmetic repair / upgrades to laboratories with performance contracting coordination.		Regency Construction Services awarded Design-Build contract.
General Purpose Classroom Technology and Furniture Upgrade Phase II	130033		Replace tablet arm chairs with tables and chairs.		Programming underway.
James A. Rhodes Arena Feasibility Study	110028		Study for improved sight lines, revisions to seating configuration, improved concessions, novelty and ticketing as well as exterior lighting.		Internal concept in progress.

 Project delayed or over budget.
 Project in budget and on schedule
 Project substantially complete.

THE UNIVERSITY OF AKRON
 CAPITAL PLANNING AND FACILITIES MANAGEMENT
 STATUS OF PROJECTS AND PLANNING ISSUES
 (As of January 12, 2016)

PROJECT NAME	PROJECT NUMBER	IMAGE	DESCRIPTION	STATUS	
JAR Lobby and Arena Aesthetic Improvements	160003		Lobby and Arena painted for aesthetic purposes.		Construction complete. Closeout in progress.
Law School Renovation	UAK100008		Complete renovation of the Law School. Construction schedule: 12/2015 - 07/2017.		Construction start 12/22/15.
Research Lab Renovations	UAK140011		Renovate Auburn Science and Engineering Center and Olson Research Center for new research programs. Construction schedule: 03/2015 - 02/2016.		Auburn Labs complete. Olson Labs complete. Vivarium 85% complete. Construction overall 90% complete.
Student Union Career Center	130036		Renovations to 106, 140A and 307.		Closeout in progress. Signage changes remain in Student Union, Simmons Hall and Schrank Hall South. To be bid.
Underground Vaults/Mechanical Phase I	UAK160008		Replacement of three deteriorating HTHW vaults on campus.		GPD Group selected for Engineering Services. Contract underway.

-  Project delayed or over budget.
-  Project in budget and on schedule
-  Project substantially complete.

PROJECT NAME	PROJECT NUMBER	IMAGE	DESCRIPTION	STATUS	
Water-Energy Conservation Performance Contract	130030		Approximately \$60 million in campus wide mechanical, electrical, & plumbing improvements and associated energy savings. <u>Construction schedule: Fall 2013 - Fall 2016.</u>		<i>Construction 90% complete.</i>
Wayne College Boiler Replacement	UAK150007		Replacement of "D" and "F" wing gas fired boilers and associated piping.		Construction complete. Closeout in progress.
Wayne Door and Window Replacement	UAK150010		Replace select windows (approximately 100) and bring main entrance up to current ADA standards which will include automatic operators and access card readers. <u>Construction schedule: 12/2015 - 02/2016.</u>		<i>Construction start 12/28/15.</i>
Wayne Roof Wing A and Library Renovation	UAK150009		Renovate / Repair Roof.		Design in progress.
Zook Hall Renovation	UAK120015		Total renovation of Zook Hall. Selected areas of Central Hower to be used as swing space. <u>Construction schedule: 06/2014 - 04/2016.</u>		Phase 1A, 1B & 1C (Central Hower) - Closeout underway. Phase 2A (Zook Hall) - Abatement and Demolition Closeout underway. Phase 2B (Zook Hall) - <i>Construction is delayed. The General Trades Contractor is in default of the contract and has been terminated.</i> Phase 2C (Zook Hall) - FF&E manufacture underway. Overall construction 75% complete.

-  Project delayed or over budget.
-  Project in budget and on schedule
-  Project substantially complete.

FINANCE & ADMINISTRATION COMMITTEE

APPENDIX 10

CAPITAL PROJECTS

The University of Akron

Capital Projects 2015-2020

Main Campus	State Funding	Local/Other Funding	Total
First Biennium Projects 2015-2016			
Electrical Infrastructure - Loops	\$ 2,500,000	\$ -	\$ 2,500,000
Auburn Science and Engineering Center Exterior Façade and Lower Roofs Replacement	\$ 3,300,000	\$ -	\$ 3,300,000
Research Lab Renovations	\$ 2,500,000	\$ -	\$ 2,500,000
General Lab Renovations	\$ 4,000,000	\$ -	\$ 4,000,000
Central Hower Infrastructure	\$ 1,200,000	\$ -	\$ 1,200,000
Law School Renovation	\$ 5,000,000	\$ 15,000,000	\$ 20,000,000
EJ Thomas Hall Renovation	\$ 1,000,000	\$ -	\$ 1,000,000
Sub-Total First Biennium	\$ 19,500,000	\$ 15,000,000	\$ 34,500,000
Second Biennium Projects 2017-2018			
Buchtel Commons Underground Infrastructure (Mech)	\$ 2,500,000	\$ -	\$ 2,500,000
UA Engineering Research Center Build Out	\$ 2,300,000	\$ -	\$ 2,300,000
EJ Thomas Hall Renovation	\$ 2,000,000	\$ -	\$ 2,000,000
Polsky Building Exterior Restoration	\$ 1,200,000	\$ -	\$ 1,200,000
Crouse Hall Rehabilitation	\$ 16,000,000	\$ -	\$ 16,000,000
Auburn Science and Engineering Center Co-op, Recruiting and Machine Shop Renovations	\$ 1,250,000	\$ -	\$ 1,250,000
Bierce Library Façade Expansion	\$ 2,000,000	\$ -	\$ 2,000,000
Sub-Total Second Biennium	\$ 27,250,000	\$ -	\$ 27,250,000
Third Biennium Projects 2019-2020			
Ayer Hall Rehabilitation	\$ 20,000,000	\$ -	\$ 20,000,000
Buchtel Commons Restoration	\$ 2,500,000	\$ -	\$ 2,500,000
Sub-Total Third Biennium	\$ 22,500,000	\$ -	\$ 22,500,000
Wayne Campus			
Wayne Campus	State Funding	Local/Other Funding	Total
First Biennium Projects 2015-2016			
Basic Renovations	\$ 800,000	\$ -	\$ 800,000
Sub-Total First Biennium	\$ 800,000	\$ -	\$ 800,000
Second Biennium Projects 2017-2018			
Basic Renovations	\$ 800,000	\$ -	\$ 800,000
Sub-Total Second Biennium	\$ 800,000	\$ -	\$ 800,000
Third Biennium Projects 2019-2020			
Basic Renovations	\$ 800,000	\$ -	\$ 800,000
Sub-Total Third Biennium	\$ 800,000	\$ -	\$ 800,000
Total (Capital Projects)	\$ 71,650,000	\$ 15,000,000	\$ 86,650,000

Capital Planning and Facilities Management July 3, 2014

STATUS OF SELECTED PROJECTS

Page 1 Center for the History of Psychology Renovation Phase II

Page 2 Law School Renovation

Page 3 Student Union Dining Services / Aramark

Page 4 - 5 Zook Hall Renovation

Center for the History of Psychology Renovation Phase II



Center for the History of Psychology Renovation Phase II



Law School Renovation



Law School Renovation



Student Union Dining Services / Aramark



Student Union Dining Services / Aramark



Zook Hall Renovation



Zook Hall Renovation



Zook Hall Renovation



Zook Hall Renovation



CHANGE ORDER REPORT AS OF JANUARY 12, 2016

The following change orders were processed subsequent to the last meeting of the Board of Trustees:

ASB FIRE SPRINKLER SYSTEM REPLACEMENT - (PROJECT# UAK130015)**R.M. Riggle Enterprises, Inc.**

005-01	Add four (4) butterfly valves in basement 3rd and 4th floors to be able to segregate system.	2,755.48
005-02	Install dry pendent heads in the police lock up to not allow any trapped water in the pendent deops that were existing.	744.81
		3,500.29

AUBURN SCIENCE ENGINEERING CENTER EXTERIOR FAÇADE AND LOWER ROOFS REPLACEMENT (PROJECT# UAK150004)**Trisco Systems, Inc.**

011-01	Stain new brick installed at the West Elevation of the West Tower.	12,880.00
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A.W. Farrell & Son, Inc.

007-02	Omit 4 inches of insulation on Roof Area B between column lines 7 and 10 to accommodate flashing requirements.	6,691.82
008-02	Increase the number of roof plies from 2 to 3 and provide the manufacturer's "dead-level" watertight warranty on Roof Area C.	11,942.75
		31,514.57

CENTER FOR THE HISTORY OF PSYCHOLOGY RENOVATION - PHASE II (PROJECT# 150003)**D & A Plumbing & Heating, Inc.**

022-02	Install a new sump pump in elevator pit sump basin and route discharge piping to exterior of the building with elbow above pavement.	3,020.02
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Speelman Electric, Inc.

006-04	Relocate existing fire alarm junction panels and relocate fire alarm risers and run new voice line from tele/data room to security panel.	9,036.06
007-04	Relocate elevator controls to elevator shaft at 4th floor landing including deletion of all work in elevator equipment 13C.	617.81
008-04	Delete specified heat trace system from existing SW downspout drain.	(517.43)
019-04	Relocate the telecom cable messenger bracket on the north wall exterior.	801.40
020-04	Re-feed existing 3rd floor panel east from second floor new panel and refeed existing 3rd floor panel west from basement panel.	4,034.18
025-04	Change numerous fixture types, sizes and quantities to suit field conditions and previous revisions to drawings.	2,330.39
031-04	Labor and materials to address the Universities Audio-Visual & Technology Systems Integration.	879.68
039-04	Labor and materials to address lighting fixture changes corrected from bid documents.	1,301.58
		21,503.69

RESEARCH LAB RENOVATIONS (PROJECT# UAK140011)**Feghali Brothers, LLC - Phase 2**

001-01	Credit for non-removal of VCT in Room 304. Credit for non-removal of wall in 373A and construction of new partition in same room.	(1,101.46)
006-01	Abatement of ACM flooring and mastic in Room 304.	5,261.50
007-01	Revisions to floor and floor drains at first level and installing new VCT for Mechanical Trades Contractor.	628.46
008-01	Installation of three new access panels off corridors for chase access.	1,042.37
009-01	Patching, mudding, sanding, and painting in 473 required after wall cabinets were moved upwards.	148.22
010-01	Revisions to patching, mudding, sanding, and painting in Room 172 and Room 373A after relocation of wall cabinets.	1,700.66

Feghali brothers, LLC - Phase 3

004-01	Casework added for fume hoods.	3,903.58
005-01	Hardware for new doors on 2nd floor, delete roof curb flashing and demo and install medentech flooring in janitor rooms.	1,959.74
006-01	Credit for steel framing, expansion joint cover, and epoxy doors.	(1,325.00)
007-01	Material for Fish Tank Filtration and heating components.	2,730.75
008-01	Labor to patch drywall at revised steam condensate line.	206.79

Cline Mechanical

003-02	Add compressed air and exhaust vent for future owner supplied dry heat sterilizer. Deduct steam piping to future sterilizer.	1,208.85
004-02	Remove and recover refrigerant from abandoned A/C units in aquatics.	1,273.87

Imperial Mechanical, Inc.

017-02	Adjustment of stainless gas lines to fit within utility chase in Room 314. Installation of dampers at new fume hood in Room 322/323.	445.00
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M&M Electrical Contractors, Inc.

013-03	Additional labor and material to install relay and contactor to energize EF-562 from Tox Alert monitor.	5,400.56
004-04	Revise fire alarm components.	2,429.14
005-04	Provide two CAT6A cables from D430 patch panel to Johnson Controls panel in central stair.	913.36
006-04	Provide new rough in and breaker for new sterilizer.	4,607.01
007-04	Remove and relocate conduit to allow for steel support for Autoclave.	1,863.90

Stonecreek Interior Systems, LLC

014-04	Additional casework and tops for Room 312.	8,055.00
		41,352.30

ZOOK HALL RENOVATION - PHASE 2B (PROJECT# UAK120015)**R.T. Hampton Plumbing & Heating, Inc.**

061-2B-02	Furnish and install new recirculation pump to replace existing pump removed during demo phase.	705.99
064-2B-02	Demolition of existing storm lines that interfere with new ductwork.	17,959.07

S.A. Communal Co., Inc.

063-2B-03	Revisions to the high temp valves.	14,217.00
		32,882.06

TOTAL		130,752.91
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Summary of Contingency Funds for Projects listed on the Board of Trustees Report
as of January 12, 2016

PROJECT NUMBER	PROJECT NAME	PROJECT BUDGET	STATE FUNDS	BOND/ LOCAL FUNDS	DESIGN FEE/ REIMBURSE	CM FEE/ REIMBURSE	LOCAL ADMIN FEE	% FOR ART	CONSTRUCTION CONTRACTS	STILL BID/ OTHER	FF&E	BUDGETED CONTINGENCY	CHANGE ORDERS	MISC EXPENSES	REMAINING CONTINGENCY	% CONTINGENCY USED TO DATE	% PROJECT COMPLETION
UAK130015	Administrative Services Building Fire Sprinkler System Replacement	\$ 110,000	\$ 110,000	\$ -	\$ 6,643	\$ -	\$ 1,424	\$ -	\$ 94,900	\$ -	\$ -	\$ 7,033	\$ 3,500	\$ -	\$ 3,533	49.77%	99.00%
150018	Akron Engineering Research Center Laboratory and Office Renovations	\$ 3,228,000	\$ -	\$ 3,228,000	\$ 270,154	\$ -	\$ 39,585	\$ -	\$ 2,078,004	\$ -	\$ 81,169	\$ 759,088	\$ -	\$ 6,353	\$ 752,735	0.84%	65.00%
150016	ASEC College of Engineering Career Center Renovation	\$ 1,114,818	\$ -	\$ 1,114,818	\$ 115,909	\$ -	\$ 10,954	\$ -	\$ 730,280	\$ 25,000	\$ 133,020	\$ 99,655	\$ -	\$ -	\$ 99,655	0.00%	0.00%
UAK130004	ASEC Exterior Façade and Lower Roof Replacement	\$ 3,300,000	\$ 3,300,000	\$ -	\$ 257,800	\$ -	\$ 41,250	\$ -	\$ 2,246,160	\$ 503,840	\$ -	\$ 250,950	\$ 137,453	\$ -	\$ 113,497	54.77%	87.50%
UAK150006	Boiler #2 Replacement	\$ 1,524,856	\$ 743,140	\$ 781,716	\$ -	\$ -	\$ -	\$ -	\$ 1,402,102	\$ -	\$ -	\$ 122,755	\$ -	\$ 88,503	\$ 34,251	72.10%	99.90%
UAK130019	Buchtel Hall Roof Replacement	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150003	Center for the History of Psychology Renovation Phase II	\$ 2,761,250	\$ -	\$ 2,761,250	\$ 262,715	\$ -	\$ 40,000	\$ -	\$ 2,113,030	\$ -	\$ -	\$ 345,505	\$ 134,641	\$ 66,360	\$ 144,504	58.18%	45.00%
UAK150013	Central Hower Infrastructure	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UAK130012	Chilled Water System Cooling Tower #1 and #3 Improvements Ph II	\$ 307,050	\$ 307,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UAK150014	EJ Thomas Renovations	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 64,500	\$ -	\$ 4,275	\$ -	\$ 285,000	\$ 617,725	\$ -	\$ 28,500	\$ -	\$ -	\$ 28,500	0.00%	0.00%
UAK150012	Electrical Infrastructure Loop	\$ 137,750	\$ 137,750	\$ -	\$ 137,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UAK130007	Fire Alarm Replacement Phase V	\$ 311,488	\$ 311,488	\$ -	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UAK150011	General Lab Renovations	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
130033	General Purpose Classroom Technology/Furniture Upgrade Ph II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110028	James A. Rhodes Arena Feasibility Study	\$ 57,335	\$ -	\$ 57,335	\$ 57,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 316	\$ -	\$ 316	\$ (0)	100.08%	99.90%
160003	JAR Lobby and Arena Aesthetic Improvements	\$ 142,130	\$ -	\$ 142,130	\$ -	\$ -	\$ -	\$ -	\$ 132,831	\$ -	\$ -	\$ 9,299	\$ -	\$ 1,106	\$ 8,193	11.89%	99.90%
100008	Law School Renovation	\$ 20,200,000	\$ 7,415,000	\$ 12,785,000	\$ 1,537,732	\$ 1,143,166	\$ 209,459	\$ 50,000	\$ 13,963,941	\$ 632,000	\$ 1,100,000	\$ 1,563,702	\$ -	\$ 27,968	\$ 1,535,734	1.79%	0.00%
UAK140011	Research Lab Renovations	\$ 2,500,000	\$ 2,500,000	\$ -	\$ 147,763	\$ -	\$ 29,973	\$ -	\$ 1,998,178	\$ -	\$ 26,350	\$ 297,736	\$ 78,029	\$ -	\$ 219,707	26.21%	90.00%
130036	Student Union Career Center Underground Vaults/Mechanical	\$ 450,000	\$ -	\$ 450,000	\$ 14,748	\$ -	\$ -	\$ -	\$ 143,782	\$ 220,246	\$ -	\$ 71,224	\$ -	\$ 71,224	\$ 0	100.00%	99.90%
UAK160008	Phase I	\$ 1,362,250	\$ 1,362,250	\$ -	\$ 118,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
130030	Water Energy Conservation Performance Contract	\$ 60,144,581	\$ 1,000,000	\$ 59,144,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	90.00%
UAK150007	Wayne College Boiler Replacement	\$ 145,500	\$ 131,500	\$ 14,000	\$ 14,000	\$ -	\$ 1,769	\$ -	\$ 117,902	\$ -	\$ -	\$ 11,829	\$ -	\$ -	\$ 11,829	0.00%	99.90%
UAK150010	Wayne Door and Window Replacement	\$ 270,000	\$ 270,000	\$ -	\$ 29,500	\$ -	\$ 3,225	\$ -	\$ 215,000	\$ -	\$ -	\$ 22,275	\$ -	\$ -	\$ 22,275	0.00%	0.00%
UAK150009	Wayne Roof Wing A and Library Renovation	\$ 600,797	\$ 600,797	\$ -	\$ 39,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UAK120015	Zook Hall Renovation	\$ 15,783,393	\$ 13,585,000	\$ 2,198,393	\$ 1,146,351	\$ 1,605,171	\$ 161,234	\$ 160,000	\$ 10,748,951	\$ -	\$ 853,469	\$ 1,108,217	\$ 390,571	\$ 67,605	\$ 650,040	41.34%	75.00%
Grand Total		\$ 120,751,198	\$ 38,073,975	\$ 82,677,223	\$ 4,247,934	\$ 2,748,337	\$ 543,148	\$ 210,000	\$ 36,270,061	\$ 1,998,811	\$ 2,194,008	\$ 4,698,084	\$ 744,194	\$ 329,435	\$ 3,624,454	34.46%	65.69%

February 10, 2016

Board Meeting

Presiding:

Warren L. Woolford

1

*Section 3345.35 of the Ohio Revised Code

2

*Proposed Curricular Changes

3

*Quarterly Research and Sponsored Programs
Summary of Activity Report for
July 1-December 31, 2015

For Information Only:

4

Information Technology Report

*

CONSENT AGENDA:
ITEMS 1, 2, 3

**ACADEMIC ISSUES & STUDENT SUCCESS
COMMITTEE**

TAB 1

SECTION 3345.35 OF THE OHIO REVISED CODE

The University of Akron Report to the Chancellor
Courses with Low Enrollment
February 2016

Per the Ohio Revised Code, Section 3345.35, requiring the board of trustees of state institutions of higher education to evaluate all courses and programs based on enrollment and student performance, The University of Akron submits the following report.

The University of Akron defines the low-enrollment threshold as 12 registered students for undergraduate courses and 10 for graduate-level courses. This is included in our AAUP collective bargaining agreement, wherein we use a “small class formula” for courses that do not meet the threshold and may assign faculty load and compensation for such courses on a pro-rated basis. Per the Chancellor’s definition of a low-enrollment course as one that falls below 20 percent above the institution’s threshold, The University of Akron has for this report established a low-enrollment course as one that has 14 or fewer students (undergraduate course) and 11 or fewer students (graduate course). For purposes of this report, we focused on lecture courses offered during the past two academic years (excluding summers per our collective bargaining agreement). Therefore, we specifically filtered out courses such as independent study, undergraduate/graduate research, thesis/dissertation credits, co-ops/internships, etc., which are intended to have low enrollments and are not lecture courses.

Based on this filtering, The University of Akron offered an average of 1,625 lecture courses per semester during the past two academic years. We also took into account that some courses, such as those that satisfy general education requirements, may be offered many times in the same semester across different course sections. An additional consideration was given to “slash” courses – i.e. those offered at the senior undergraduate/beginning graduate level (e.g. a 400/500 level offering) so that enrollments falling below threshold for one group of students did not trigger a low-enrollment flag if the other group had sufficient enrollment. It is also possible that courses in programs undergoing teach out are expected to have low enrollments that are declining, whereas those in new programs could be low but growing. Finally, some courses have enrollment limits based on accreditation or disciplinary norms. These nuances were considered in determining what courses really met the definition of a low-enrollment course, thereby requiring possible action.

The results follow:

Per semester, 1,625 courses were offered on average (1,164 courses/72 percent undergraduate; 461 courses/28 percent graduate).

Of all courses offered, 218 low-enrollment courses were identified (13 percent).

The breakdown is 99 courses/45 percent undergraduate; 119 courses/55 percent graduate.

Thus, approximately 9 percent of all undergraduate courses and 26 percent of all graduate courses offered per semester are considered low enrollment.

Recommended actions:

Recommendation	Rationale	Number of Undergraduate Courses	Number of Graduate Courses
No Action	Courses with low enrollments for purposes of accreditation or licensure, studio-based programs in the arts that are deemed strategic at UA, new programs or those undergoing teach out	148	78
Sections Identified for Possible Action	Multi-section courses in which UA needs to reduce the number of offerings per semester by combining sections if possible [Courses are not low enrollment, only some of the sections are.]	30	0
Courses Identified for Possible Action	[Discussions with the academic deans about the need for these courses, and their future viability in terms of enrollments, will occur.]	99	119
Targeted as Possible Candidates for Sharing	[Discussions with the academic deans about our ability to share these courses, either amongst the other NEO universities or online with other Ohio institutions, will occur.]	8	0

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Acceptance of The University of Akron Report to the Chancellor
on Courses with Low Enrollment per Ohio Revised Code 3345.35

BE IT RESOLVED, That the recommendation presented by the Academic Issues &
Student Success Committee on February 10, 2016, accepting The University of Akron Report to
the Chancellor on Courses with Low Enrollment, be approved.

Paul Herold, Secretary
Board of Trustees

February 10, 2016

**ACADEMIC ISSUES & STUDENT SUCCESS
COMMITTEE**

TAB 2

CURRICULAR CHANGES

The Academic Issues & Student Success Committee will be asked to consider the following curricular changes at its meeting on February 10, 2016:

New Track:

A new Data Science track will be added to the Bachelor of Science in Statistics offerings in the Buchtel College of Arts and Sciences, Department of Statistics. Proposal #15-14054 creates a new track designed to provide students with skills needed to work with the "big data" problems that arise in business and industry, government, and medical research, using five existing courses in addition to the B.S. Statistics core.

New Undergraduate Certificate:

Proposal #15-14735 offered by the College of Applied Science and Technology, Department of Engineering and Science Technology creates a new surveying certificate developed for civil engineers using a combination of six existing courses offered through online and Web-based delivery methods. The six required courses for the new Surveying for Civil Engineers certificate meet the specifications of Ohio Revised Code section 4733.11 that defines eligibility for a Professional Engineer to qualify for licensure as a Professional Surveyor. The sequence of courses in the new certificate has been pre-approved by the Ohio State Board of Registration for Professional Engineers and Professional Surveyors as meeting its requirements. For maximum accessibility for students and graduates, these courses are being offered online and as Web based. All courses taken may be applied toward an A.A.S. degree in Land Surveying and/or a B.S. degree in Surveying and Mapping.

Change to Certificate:

Proposal #14-11302 offered by the College of Applied Science and Technology, Department of Business and Information Technology updates the name of the CIS-Webmaster certificate to CIS-Web Development certificate, to better reflect the certificate's content.

Changes to Minors of Study:

Proposal #14-11002 offered by the College of Applied Science and Technology, Department of Business and Information Technology changes the name of the CIS-Programming Specialist minor to CIS-Programming minor, and deletes and adds required and elective coursework.

Proposal #14-9431 offered by the College of Applied Science and Technology, Department of Business and Information Technology changes the name of the Restaurant Management minor to Hospitality Management-Restaurant Management minor, and updates the credit hours and major course grade requirements.

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Proposed Curricular Changes

BE IT RESOLVED, That the recommendations presented by the Academic Issues & Student Success Committee on February 10, 2016 for the following curricular changes, as recommended by the Faculty Senate, be approved.

- Establish a new track, Bachelor of Science in Data Science, in the Buchtel College of Arts and Sciences, Department of Statistics
- Establish a new undergraduate-level certificate, Surveying for Civil Engineers, in the College of Applied Science and Technology, Department of Engineering and Science Technology
- Change the name of the CIS-Webmaster certificate to CIS-Web Development certificate in the College of Applied Science and Technology, Department of Business and Information Technology
- Change the name of the CIS-Programming Specialist minor to CIS-Programming minor in the College of Applied Science and Technology, Department of Business and Information Technology
- Change the name of the Restaurant Management minor to Hospitality Management-Restaurant Management minor in the College of Applied Science and Technology, Department of Business and Information Technology

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

ACADEMIC ISSUES & STUDENT SUCCESS

TAB 3

RESEARCH



RESEARCH

Office of Research Administration

Office of Technology Transfer

Eric J. Amis

Vice Provost, Research

By Source of Funds:

PROPOSALS

July 1, 2015-December 31, 2015					July 1, 2014-December 31, 2014				July 1, 2013-December 31, 2013			
	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$
Federal	153	53,896,886	15,999,706	22,000	153	59,762,860	15,983,490		142	52,168,422	14,460,530	
State	14	7,056,062	23,528	378,083	20	4,760,477	68,629		16	6,498,341	44,911	
Local	2	79,776	15,713	0	7	68,122	0	Data not available	9	56,385	-	Data not available
Corporate	118	4,506,309	980,359	0	72	3,380,684	734,405		52	3,087,384	757,448	
Other*	51	7,951,777	1,751,290	461,247	75	4,110,738	229,429		56	3,209,101	746,951	
Total	338	73,490,810	18,770,596	861,330	327	72,082,881	17,015,953		275	65,019,633	16,009,840	

AWARDS

July 1, 2015-December 31, 2015					July 1, 2014-December 31, 2014				July 1, 2013-December 31, 2013			
	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$
Federal	68	10,601,526	2,227,862	343,781	74	8,848,046	1,877,048	402,982	81	9,954,111	2,499,443	150,422
State	14	2,863,893	79,552	424,781	19	3,388,063	62,853	769,184	11	2,907,612	39,974	648,827
Local	3	19,081	0	0	11	148,548	0	0	12	155,119	550	0
Corporate	136	3,434,831	751,084	0	96	2,850,024	666,622	0	82	2,136,780	475,974	0
Other*	54	4,260,049	1,011,795	79,015	63	1,508,482	33,276	251,823	51	1,521,330	46,643	156,693
Total	275	21,179,380	4,070,292	847,577	263	16,743,164	2,639,799	1,423,989	237	16,674,952	3,062,583	955,942

EXPENDITURES

July 1, 2015-December 31, 2015					July 1, 2014-December 31, 2014				July 1, 2013-December 31, 2013			
	Number	Total \$	Actual IDC \$	Actual Cost Share \$	Number	Total \$	Actual IDC \$	Actual Cost Share \$	Number	Total \$	Actual IDC \$	Actual Cost Share \$
Federal	388	8,044,050	1,562,397		369	7,018,434	1,326,178		312	8,654,843	1,413,399	
State	149	3,838,493	262,908		128	3,519,116	159,117		103	3,844,951	189,502	
Local	33	320,264	2,183		26	194,870	2,891		29	167,724	7,412	
Corporate	292	1,975,315	299,034		203	1,855,638	150,204		205	1,025,731	160,085	
Other*	652	4,661,789	392,778	240,863	602	6,153,267	295,652	181,196	535	5,081,097	246,462	196,647
Total	1,514	18,839,911	2,519,301	240,863	1328	18,741,325	1,934,042	181,196	1184	18,774,346	2,016,859	196,647

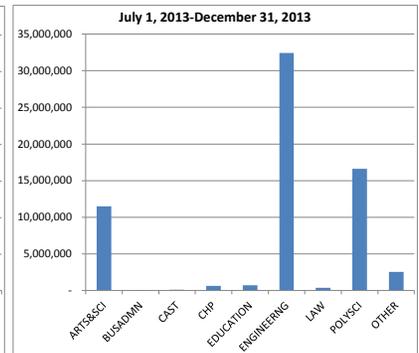
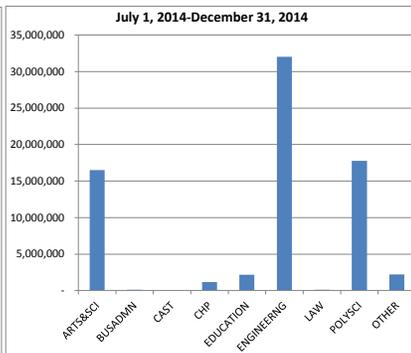
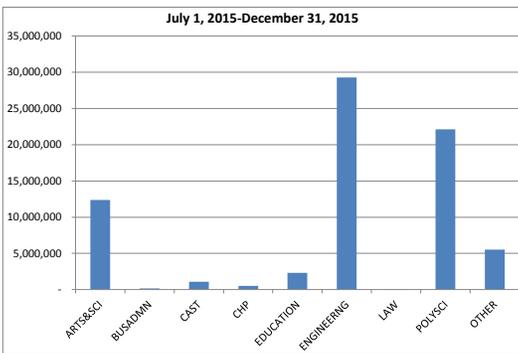
* Other is comprised of sponsor types: foundation/nonprofit, individual, non-U.S. government, and other universities.

Proposal and award dollars are assigned to the PI's college; Information contained in this report may be co-reported by UA Development Office.

By College / Unit:

PROPOSALS

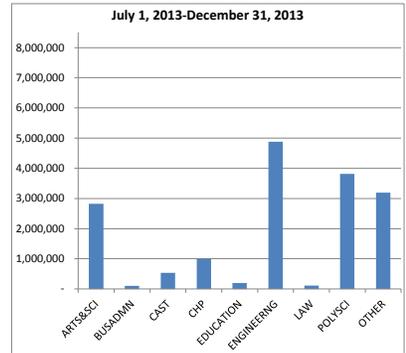
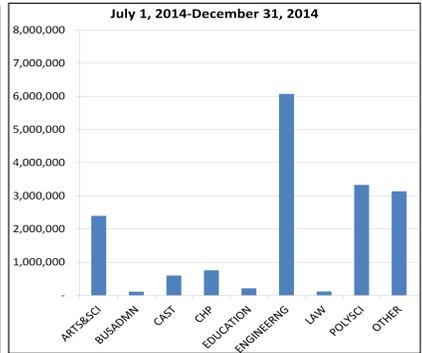
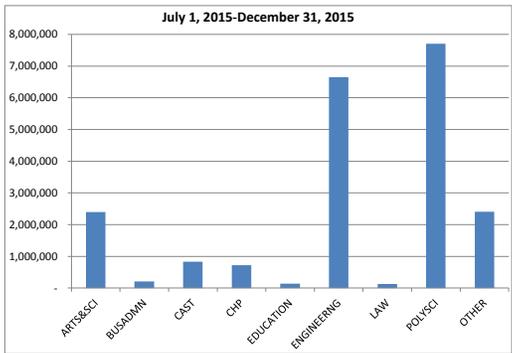
July 1, 2015-December 31, 2015					July 1, 2014-December 31, 2014				July 1, 2013-December 31, 2013			
	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$
ARTS&SCI	70	12,380,369	3,546,826	0	64	16,518,303	3,260,865		62	11,507,192	3,049,258	
BUSADMIN	43	182,416	0	0	16	102,452	0		9	55,749	0	
CAST	4	1,078,064	14,136	0	4	6,300	0		1	105,832	0	
CHP	20	537,820	37,213	1,200	29	1,163,581	30,562		22	630,107	19,092	
EDUCATION	8	2,333,786	492,944	12,744	7	2,152,013	531,653	Data not available	14	749,862	109,997	Data not available
ENGINEERING	113	29,283,397	8,032,814	233,217	126	32,025,187	8,610,138		104	32,415,564	8,193,898	
LAW	1	25,000	2,273	0	4	141,399	0		3	365,444	51,178	
POLYSCI	76	22,127,508	6,644,391	386,086	69	17,756,734	4,582,735		49	16,618,733	4,574,308	
OTHER	3	5,542,450	0	228,083	8	2,216,912	0		11	2,571,150	12,109	
Total	338	73,490,810	18,770,596	861,330	327	72,082,881	17,015,953		275	65,019,633	16,009,840	



By College / Unit:

AWARDS

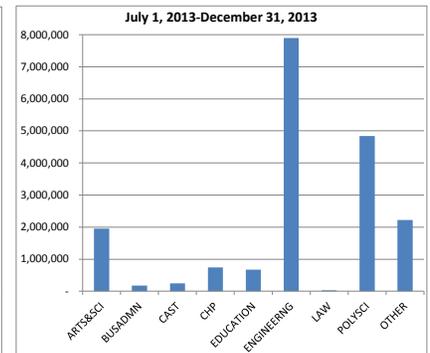
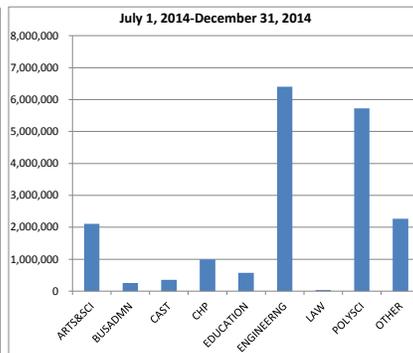
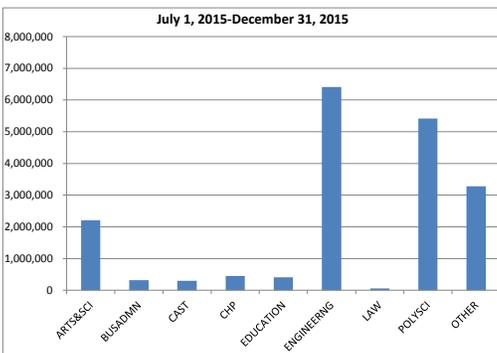
July 1, 2015-December 31, 2015					July 1, 2014-December 31, 2014				July 1, 2013-December 31, 2013			
	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share %	Number	Total \$	Anticipated IDC \$	Anticipated Cost Share \$
ARTS&SCI	48	2,400,562	352,754	16,984	49	2,396,348	476,224	33,080	43	2,828,443	653,083	174,693
BUSADMIN	50	213,450	0	0	18	110,984	0	0	15	102,118	0	0
CAST	3	830,544	32,052	0	6	601,275	13,089	0	2	538,390	12,668	0
CHP	43	715,302	21,819	52,456	40	758,652	27,715	207,507	52	1,001,550	33,761	30,211
EDUCATION	3	137,049	0	25,638	5	213,571	12,774	0	8	195,385	2,273	13,000
ENGINEERING	70	6,649,542	1,393,754	383,685	80	6,076,056	1,169,857	336,281	64	4,883,782	1,246,899	61,133
LAW	2	125,000	22,908	0	4	116,399	0	0	2	116,000	20,635	0
POLYSCI	49	7,701,358	2,172,500	140,731	48	3,329,466	865,418	78,158	42	3,814,413	985,877	46,867
OTHER	7	2,406,572	74,505	228,083	13	3,140,414	74,723	768,963	9	3,194,871	107,388	630,038
Total	275	21,179,380	4,070,292	847,577	263	16,743,164	2,639,799	1,423,989	237	16,674,952	3,062,583	955,942



By College / Unit:

EXPENDITURES

July 1, 2015-December 31, 2015					July 1, 2014-December 31, 2014				July 1, 2013-December 31, 2013			
	Number	Total \$	Actual IDC \$	Actual Cost Share \$	Number	Total \$	Actual IDC \$	Actual Cost Share \$	Number	Total \$	Actual IDC \$	Actual Cost Share \$
ARTS&SCI	237	2,202,502	370,405	175	208	2,112,959	312,177	140	214	1,953,295	403,235	4,679
BUSADMIN	81	323,009	9,846		19	257,683	-		15	179,638	-	
CAST	13	296,693	9,165		11	361,305	4,286		16	243,367	4,873	
CHP	94	447,744	18,877		84	997,015	8,546	5,449	76	744,150	33,139	1,132
EDUCATION	28	412,855	8,792		35	578,654	18,751	4,545	35	673,942	24,687	(4,475)
ENGINEERING	575	6,409,342	956,126	105,860	553	6,398,053	906,539	34,884	440	7,897,187	925,626	7,891
LAW	13	54,762	636		10	40,845	-		9	29,822	-	
POLYSCI	421	5,417,797	947,740	13,367	352	5,727,703	624,826	4,236	332	4,835,942	556,747	41,055
OTHER	52	3,275,208	197,715	121,461	56	2,267,108	58,917	131,941	47	2,217,003	68,553	146,366
Total	1,514	18,839,911	2,519,301	240,863	1328	18,741,325	1,934,042	181,196	1184	18,774,346	2,016,859	196,647



THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Acceptance of the Research and Sponsored Programs Activity Report
For July 1 through December 31, 2015

BE IT RESOLVED, That the recommendation presented by the Academic Issues & Student Success Committee on February 10, 2016, to accept the Research and Sponsored Programs Activity Report for July 1 through December 31, 2015, be approved.

Paul A. Herold, Secretary
Board of Trustees

ACADEMIC ISSUES & STUDENT SUCCESS

APPENDIX 3

RESEARCH

Research and Sponsored Programs Awards by College:

PI's Department/ Co-PI(s) Dept's	Sponsor	Project Title	PI/ Co-PI(s)	Total Award \$
Buchtel College of Arts and Sciences				
Anthropology & Classical Studies	U.S. Department of Interior through Ntl Ctr Preservation Technology & Trng	Development of in situ Shallow Subsurface Spectroscopy for the Geochemical Characterization of Archaeological Features and Anthropogenic Soils	Matney,Timothy	37,800
Chemistry	National Institute of General Medical Sciences through Kent State University	A Non-Canonical RNA Structure Regulates Pre-miRNA Maturation	Leeper,Thomas C	46,002
Communication	National Endowment for the Humanities through Ohio Humanities Council	BLIMP! Sports, Broadcasting and the Goodyear Airship	Endres,Kathleen L	16,189
Communication	Bridget Barber Trust	BLIMP! Sports, Broadcasting and the Goodyear Airship	Endres,Kathleen L	8,903
Computer Science	Sherwin-Williams Company	Community Industrial Assistantship	O'Neil,Timothy W	6,335
Computer Science	Innovar Systems Limited	Community Industrial Assistantship	O'Neil,Timothy W	5,668
Computer Science	Wise Equation Solutions, Inc	Community Industrial Assistantship	O'Neil,Timothy W	4,001
Computer Science	Etactics, Inc	Community Industrial Assistantship	O'Neil,Timothy W	4,001
Computer Science	Cerebral Technologies, Inc	Community Industrial Assistantship	O'Neil,Timothy W	5,002
Computer Science	Laird Technologies	Community Industrial Assistantship	O'Neil,Timothy W	5,002
Mathematics	National Aeronautical and Space Administration	NASA Office of Education MUREP Advanced STEM Training and Research (ASTAR) Fellowship	Golovaty,Dmitry	165,000
Mathematics	Binational Science Foundation	Studies in Combustion of Gas- Permeable Solid Explosives	Gordon,Peter	13,455

PI's Department/ Co-PI(s) Dept's	Sponsor	Project Title	PI/ Co-PI(s)	Total Award \$
Psychology	Department of Health and Human Services through Summit County Dept of Job and Family Services	Adult Protective Services Care Coordination Program Data Analysis Services	Doverspike,Dennis	20,648
Public Admin & Urban Studies	Infoline	Community Industrial Assistantship	Cox III,Raymond W	12,542

College of Applied Science and Technology

UA Solutions	Ohio Development Services Agency	Ohio Lean Program	Malloy,Brian	256,000
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College of Business Administration

Management	SaberLogic	Community Industrial Assistantship	Ash,Steven R	3,908
Management	SaberLogic	Community Industrial Assistantship	Ash,Steven R	3,908
Management	AppAccord, LLC	Community Industrial Assistantship	Ash,Steven R	3,908
Management	AppAccord, LLC	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Allegiance Technologies, LLC	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Allegiance Technologies, LLC	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Accentuate IT Solutions	Community Industry Assistantship	Ash,Steven R	3,908
Management	Data-Command, LLC	Community Industry Assistantship	Ash,Steven R	3,908
Management	ATC Financial LLC	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Telos Alliance	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Excers Inc.	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Nexabyte Consulting Group, Inc	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Allstar Technology	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Vuesol Technologies, Inc	Community Industrial Assistantship	Ash,Steven R	3,908
Management	Signet Jewelers	Community Industrial Assistantship	Ash,Steven R	3,908
Marketing	University of Akron Research Foundation	Community Industrial Assistantship	Daugherty,Terry	3,908

PI's Department/ Co-PI(s) Dept's	Sponsor	Project Title	PI/ Co-PI(s)	Total Award \$
College of Education				
Curricular/ Instructional Study	U.S. Department of Education through University of Dayton Research Institute	Ohio Dean's Compact on Exceptional Children Support for Incentive Grant Implementation Plan	Ford,Bridgie A <i>Vakil,Shernavaz</i> <i>Kline,Lynn S</i>	41,150
Curricular/ Instructional Study				
College of Engineering				
Chemical & Biomolecular Engr	Ovivo USA LLC	Harvesting Phagotrophic Algae from High Strength Wastewater and Biological Sludge	Ju,Lu-Kwang	67,346
Chemical & Biomolecular Engr	Ohio Soybean Council	Rhamnolipids As Environment- friendly Biopesticide for Soybean Production	Ju,Lu-Kwang	60,000
Chemical & Biomolecular Engr	NASA Glenn Research Ctr at Lewis Field	Safe, Highly Energy and Performance Sodium-Oxygen Battery	Peng,Zhenmeng	15,000
Chemical & Biomolecular Engr	U.S. Department of Transportation	Understanding and Mitigating the Threat of AC Induced Corrosion on Buried Pipelines	Lillard,Robert S <i>Cong,Hongbo</i>	238,424
Civil Engineering	The Timken Company	Wear and Corrosion Resistant PRC Coatings for Rolling Contact	Doll,Gary L	225,000
Civil Engineering	The Timken Company	Synthesis, Characterization, and Evaluation of Boron Thickened Greases for Bearing Assemblies	Doll,Gary L	225,000
Civil Engineering	National Science Foundation	Collaborative Research: International Collaboration in Chemistry: Formation Mechanisms of Iodinated Disinfection By-Products from X-Ray Contrast Media	Duirk,Stephen E	29,967
Civil Engineering	Federal Highway Administration through Ohio Department of Transportation	Procedures for Waste Management from Street Sweeping and Storm Water Systems	Miller,Christopher M	23,470
Electrical & Comp Engineering	Mesnac Americas Co. Ltd.	Development of Machine Learning Programs for Mesnac Tire Building Machine	Bao,Sheng	20,682
Electrical & Comp Engineering	Department of the Air Force through McGaw Technology, Inc	Noncontacting Full-Field Real-Time Strain Measurement System for Air Platforms in Combined Extreme Environments	Carletta,Joan E	27,978

PI's Department/ Co-PI(s) Dept's	Sponsor	Project Title	PI/ Co-PI(s)	Total Award \$
Electrical & Comp Engineering	VentureWell	High Resolution Low Cost Software of On Board Diagnosis System for Future Electric/Hybrid Vehicle (EMotorUS)	Choi,Seungdeog	20,000
Electrical & Comp Engineering	Qatar National Research Fund through Texas A&M Engineering Experiment Station	1-MW PV Power RD&D Using SiC-based qZs Cascade Multilevel Inverter and Battery Energy Storage	Elbuluk,Malik E	35,362
Electrical & Comp Engineering	Office of Naval Research	Rectangular Aperture Arrays based on 3-D IIR Space-Time Rf-to-Bits Digital Beam Filters	Madanayake, Habarakada	50,000
Engineering - Dean's Office	Ohio Space Grant Consortium	Ohio Space Grant Consortium Student Scholarship Stipends	Menzemer,Craig C	2,000
Mechanical Engineering	NASA Glenn Research Ctr at Lewis Field through Universities Space Research Association	Advanced Research and Technology Support	Daniels,Christopher C	100,000
Mechanical Engineering	NASA Glenn Research Ctr at Lewis Field through Universities Space Research Association	Advanced Research and Technology Support	Daniels,Christopher C	50,000
Mechanical Engineering	NASA Glenn Research Ctr at Lewis Field through Vantage Partners LLC	Advanced Energetic Materials and Concepts Development	Daniels,Christopher C	21,647
Mechanical Engineering	Conquer Chiari Foundation	Automated Morphometric Analysis for Diagnosis and Research	Loth,Francis	9,783
Mechanical Engineering	The Wallace Foundation through Conquer Chiari Foundation	Automated Morphometric Analysis for Diagnosis and Research	Loth,Francis	40,000
Mechanical Engineering	National Science Foundation	Collaborative Research: Exploring Dynamic Complex Behaviors in Many-Degree-of-Freedom, Coupled Micro- and Nano-systems	Quinn,Donald D	104,916
Mechanical Engineering	Summa Akron City Hospital	Application of Industrial and Systems Engineering Tools for Accountable Care Organization and Operational Excellence at Summa Health	Wang,Shengyong	37,500

PI's Department/ Co-PI(s) Dept's	Sponsor	Project Title	PI/ Co-PI(s)	Total Award \$
Mechanical Engineering Mechanical Engineering	Vitamix	Analysis of Stress and Response in Blades	Srivatsan,Tirumalai S Gao,Xiaosheng	3,000

College of Health Professions				
Nursing - Instruction	Ohio Board of Regents through Northeast Ohio Medical Univ. (NEOMED)	Area Health Education Centers Point of Service Maintenance and Enhancement	Lax,Greta A	15,000
Social Work	Department of Health and Human Services through Ohio Department of Job and Family Services	Child Welfare Workforce Professional Education Program	McCarragher,Timothy M	123,250
Social Work	University of North Texas	Viewing Globally and Acting Locally to Promote Community Health	Zhao,Baomei	10,900
Speech-Language Path/Audiology	Cleveland Clinic Foundation	Community Industrial Assistantship	Resler,Rose M	4,125
Speech-Language Path/Audiology	Cleveland Clinic Foundation	Community Industrial Assistantship	Resler,Rose M	4,125
Speech-Language Path/Audiology	Cleveland Clinic Foundation	Community Industrial Assistantship	Resler,Rose M	4,125
Speech-Language Path/Audiology	Language Learning Associates	Student Internship	Wade,Kelly A	1,275
Sport Science and Wellness	American Planning Association through Summit County General Health District	Complete Streets and Safe Routes to School Planning and Implementation	Pinheiro,Victor E	25,000
Sport Science and Wellness	Centers for Disease Control & Prevention through Summit County General Health District	Complete Streets and Safe Routes to School Planning and Implementation	Pinheiro,Victor E	30,000

College of Polymer Science and Polymer Engineering				
Polymer Engineering Dpt	VaxessTechnologies	Research Grant	Min,Younjin	38,283
Polymer Engineering Dpt	Agri-Tech Producers, LLC	Evaluation of Torrefied Sorghum as a Filler in linear Low Density Polyethylene and Polypropylene	Sancaktar,Erol	12,500

PI's Department/ Co-PI(s) Dept's	Sponsor	Project Title	PI/ Co-PI(s)	Total Award \$
Polymer Engineering Dpt <i>Polymer Engineering Dpt</i>	Imagine Research and Technology, Inc.	UV and Alkoxysilane Moisture Curable Dual System for Electronic Circuit Board and Contact Connectors	Cakmak,Mukerrem <i>Soucek,Mark</i>	163,256
Polymer Engineering Dpt	Covestro LLC	Net Shape Manufacturing of 3D Printed Parts	Cakmak,Mukerrem <i>Vogt,Bryan D</i>	100,000
Polymer Science Dept.	U.S. Army Medical Research Command through Houston Methodist Hospital	A GMP/GLP Investigation of Degradable Polymeric Shells for Traumatic Osteoregeneration	Becker,Matthew L	617,244
Polymer Science Dept- Res	U.S. Department of Energy through Aspen Aerogels Inc.	Bench Scale Development and Test of Aerogel Sorbent for CO2 Capture	Chuang,Steven S	98,357
Polymer Science Dept- Res	Exxon Research & Engineering Company	Probing Oil/Water Interfaces Using Surface Sensitive Spectroscopy	Dhinojwala,Ali	10,000
Polymer Science Dept- Res	U.S. Department of Energy through University of Notre Dame	Materials Science of Actinides	Liu,Tianbo	15,000
Polymer Science Dept- Res	ACS Petroleum Research Fund	Elucidation of Chemical Reaction Pathway and Structure of Polyacrylonitrile Stabilized under Air and Inert Atmosphere by Solid-State NMR	Miyoshi,Toshikazu	110,000

School of Law

School of Law - Dean's Office	Department of Health and Human Services through Summit County Dept of Job and Family Services	CQE and Expungement Programs	Sahl,Joann Marie	25,000
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Other Units

Office of Academic Affairs <i>Biology</i> <i>Computer Science</i>	Ohio Board of Regents	Choose Ohio First Scholarship Program	Ramsier,Rex D <i>Londrville,Richard L</i> <i>Duan,Zhong-Hui</i>	1,527,450
Bierce Libr-Science & Tech.	Rubber Division - American Chemical Soc	Library Services for the Rubber Division of the American Chemical Society	Calzonetti,Jo Ann	50,860
Bierce Libr-Science & Tech.	Graftech International Limited	GrafTech International Holdings Inc. Library Project	Calzonetti,Jo Ann	12,000

ACADEMIC ISSUES & STUDENT SUCCESS

TAB 4

INFORMATION TECHNOLOGY



To: Nathan Mortimer, Vice President for Finance & Administration/CFO
FM: Godfrey Ovwigho, Chief Information Officer
Subject: ITS Informational Report for the Board of Trustees
Date: January 12, 2016

Please include this cover letter and the accompanying IT Informational Report within the February 2016 Board Report. The accompanying report includes:

- Update on Projects & Activities
- Completed Projects & Activities

Information Technology Services

Report for the Board of Trustees

February 10, 2016

Prepared January 12, 2016

UPDATE ON PROJECTS & ACTIVITIES

<ul style="list-style-type: none">E-Transcripts	<p>Information Technology Services is exploring the creation of an electronic transcript system with Ohio high schools for admissions to two- or four-year public colleges and universities.</p> <p>IT is in the process of finalizing selection of a vendor to provide services.</p>
<ul style="list-style-type: none">Infrastructure	<p>IT is in the process of a critical upgrade to the wireless infrastructure, core switches infrastructure, routers and firewall. The upgrade does not include replacing obsolete cabling in many buildings and the switches that end users connect.</p> <p>Dell was selected to provide firewall and the wired network upgrade. Laketec and Aruba were selected to provide wireless upgrade services.</p> <p>Start and completion dates for the project are being planned.</p>
<ul style="list-style-type: none">Distributed Antenna System	<p>Completion of this project is scheduled for March 2016, according to Verizon's Project Manager.</p> <p>Milestones:</p> <p>Completed and operational:</p> <ul style="list-style-type: none">Polsky Spicer Simmons Student UnionBulger Rhodes Goodyear <p>To be completed in February 2016:</p> <ul style="list-style-type: none">SWRC Bierce EJ Thomas <p>Outside System to begin in January 2016:</p> <ul style="list-style-type: none">InfoCision South Campus Parking Student Union roof

<ul style="list-style-type: none"> LCCC PeopleSoft Split and Upgrades 	<p>Milestones:</p> <ul style="list-style-type: none"> PeopleSoft Portal V9.1 R3 Upgrade: This project is now targeted for completion in February 2016. UA continues to provide support especially for new characteristics of the portal such as security setup, branding, and pagelet migration. HCM V9.2 Upgrade: Due to staffing reductions at UA, LCCC is investigating other means of support for upgrading to the newest version. An RFP from LCCC was reviewed with UA staff to discuss project plan and timing. <p>Notes: UA provides database and system support for LCCC's PeopleSoft environment. Hardware is stored and managed at the UA Computer Center.</p>
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COMPLETED PROJECTS & ACTIVITIES	
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<ul style="list-style-type: none"> The University of Akron PeopleSoft Upgrade 	<p>PeopleSoft Human Capital Management (HCM) 9.2 Upgrade was completed in December 2015.</p>
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**Consent Agenda
The University of Akron Board of Trustees
Meeting of February 10, 2016**

Item	Description	Committee	Tab
1	Minutes for December 9 and December 17, 2015, and January 21, 2016	None	Board of Trustees
2	Personnel Actions	Finance & Admin.	1
3	Quarterly Financial Report for July through December 2015	Finance & Admin.	2
4	Quarterly Investment Report for July through December 2015	Finance & Admin.	3
5	Proposed Course Fees	Finance & Admin.	4
6	Amendment and Restatement of Alternative Retirement Plan	Finance & Admin.	5
7	ASEC College of Engineering Career Center Renovation	Finance & Admin.	6
8	Cumulative Gift and Grant Income Report for July through December 2015	Finance & Admin.	7
9	Section 3345.35 of the Ohio Revised Code	Academic Issues & Student Success	1
10	Proposed Curricular Changes	Academic Issues & Student Success	2
11	Quarterly Research and Sponsored Programs Summary of Activity Report for July through December 2015	Academic Issues & Student Success	3

1

2016-2017 Board of Trustees Regular Meeting
Schedule and Submission of Materials

2

The Gary B. and Pamela S. Williams Honors
College

Presiding:

Chair
Jonathan T. Pavloff

3

Abolishment of Positions

February 10, 2016

4

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New Business

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

2016-2017 Board of Trustees Regular Meeting Schedule and Submission of Materials

BE IT RESOLVED, that the 2016-2017 regular meeting schedule for the Board of Trustees and its standing committees be approved as follows, with the understanding that additional Board and/or committee meetings may be scheduled throughout the period, as well as special or emergency meetings pursuant to Rules of the Board of Trustees:

COMMITTEE MEETINGS	BOARD OF TRUSTEES MEETING
Monday, August 1, 2016	Wednesday, August 10, 2016
Monday, October 3, 2016	Wednesday, October 12, 2016
Monday, November 28, 2016	Wednesday, December 7, 2016
Monday, February 6, 2017	Wednesday, February 15, 2017
Monday, April 10, 2017	Wednesday, April 19, 2017
Monday, June 5, 2017	Wednesday, June 14, 2017

FURTHER, BE IT RESOLVED, that the Secretary and Assistant Secretary of the Board shall prepare and implement for each regular Board meeting a schedule with deadlines for the submission of materials and information for Board meetings to the Board office so that each Trustee shall be able to receive such materials and information no less than seven days prior to each regular Board meeting, and they shall enforce such deadlines unless directed otherwise by the Board Chair.

Paul A. Herold, Secretary
Board of Trustees

THE UNIVERSITY OF AKRON

RESOLUTION 2 - - 16

The Gary B. and Pamela S. Williams Honors College

WHEREAS, Gary B. and Pamela S. Williams met as undergraduates at The University of Akron, where Pamela was a member Alpha Delta Pi sorority and Gary belonged to Sigma Pi fraternity; and they have remained connected to their alma mater in the decades since they both crossed the stage at commencement in 1968, with Gary earning a B.S. in Biology with honors and Pamela earning a B.S. in Elementary Education; and Dr. Williams going on to graduate from The Ohio State University College of Medicine in 1972 and complete surgical training at Summa Akron City Hospital, and Mrs. Williams proceeding to teach in Cuyahoga Falls, Worthington and Akron; and

WHEREAS, Mrs. Williams has devoted much of her life to volunteerism and philanthropy, often being deployed to disasters across the United States as an American Red Cross volunteer, serving as a member and past president of Northern Ohio Golf Charities Foundation, chairing the City of Akron Housing Appeals Board, and being a board member and past president of the Summit County Bluecoats Inc., a past member of the United Way of Summit County Board, a past president of the Leadership Akron Alumni Association, and a member of The University of Akron Foundation Board of Directors and the Committee on Directors, the President's Advisory Council and the Buchtel College of Arts and Sciences Dean's Council, among others, and being awarded many prestigious community honors; and

WHEREAS, Dr. Williams, who is now retired from his position as a full-time surgeon for Summa Akron City and St. Thomas Hospitals after nearly 40 years in practice, has served as chief of the Division of General Surgery at Summa Health System, Medical Director of Summa's Breast Health Cancer Center, associate professor of surgery at Northeast Ohio Medical University and an instructor of surgery at The Ohio State University, and he has been president of the Ohio Chapter of the American College of Surgeons and a member of the ACS Board of Governors, and he is a Fellow of the American College of Surgeons, a past president of the Medical Society of Greater Akron and a member of the Ohio State Medical Association; and

WHEREAS, Through an existing bequest combined with an additional gift, the couple's cumulative gifts to The University of Akron exceed \$10 million, and their bequest will establish an Honors College Endowment Fund, and continue to fund both **The Gary B. and Pamela S. Williams Endowed Lecture Series in Biology**, providing support for nationally known scientists to discuss and demonstrate research techniques to students, **The Gary B. and Pamela S. Williams Endowed Scholarship for Gifted Students**, which provides funds for tuition, fees, books and living expenses to an exceptional student who will fully engage in scholarship, intellectual pursuits and extracurricular student activities; Now, Therefore,

BE IT RESOLVED, That the Board of Trustees of The University of Akron expresses its sincere appreciation to Dr. Gary B. and Pamela S. Williams for their enduring and exemplary service and commitment to the citizens of the Greater Akron area and beyond, and their loyal and beneficent support of the students, faculty and staff of their alma mater; and, in recognition of their personal and professional accomplishments, dedicated service and great generosity, the Board approves the naming of the University's Honors College as **The Dr. Gary B. and Pamela S. Williams Honors College**, a name that adds stature to the college and the University and which will remain into perpetuity.

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

THE UNIVERSITY OF AKRON

RESOLUTION 2- -16

Approval to Abolish Positions

WHEREAS, The University of Akron (“University”) Board of Trustees approved an annual budget on June 10, 2015, which included significant reductions in expenses; and

WHEREAS, The University administration has undertaken a review of its current dining services operations and determined that twelve (12) positions should be abolished due to a lack of continued need for the positions for the following reason: lack of work (the list of the affected positions is attached to this resolution as Exhibit A and incorporated by reference as if fully rewritten); and

WHEREAS, Ohio Revised Code Section 3359.03 vests authority in The University of Akron Board of Trustees to “employ, fix the compensation of, and remove, the president and such number of professors, teachers, and other employees as may be deemed necessary”; and

WHEREAS, University Rule 3359-26-02(B) defines “Appointing Authority” as “the officer having the power of appointment to, removal from, audit, reduction or suspension of positions or employees in any office, department or unit within the institution”; and

WHEREAS, By University Rule 3359-3-05, the Board of Trustees delegates authority to the Associate Vice President for Talent Development and Human Resources to serve as the University appointing authority, including signatory authority for personnel actions; and

WHEREAS, Ohio Revised Code Section 124.01 defines an “Appointing Authority” as the “. . . officer, commission, board, or body having the power of appointment to, or removal from, positions in any office, department, commission, board, or institution”; and

WHEREAS, Ohio Revised Code Section 124.321 authorizes an appointing authority to abolish positions, in accordance with Ohio Revised Code Sections 124.321 – 124.327, which detail the processes for job abolishment and the rights of affected employees, including displacement rights; and

WHEREAS, Article 8 of the Collective Bargaining Agreement between The University of Akron and the Communications Workers of America governs processes for layoffs and the rights of affected employees in the Staff Bargaining Unit, including displacement rights; and

WHEREAS, The University administration now recommends to the Board of Trustees that twelve (12) positions at the University be abolished; Now, Therefore,

BE IT RESOLVED, That the Board authorizes the Associate Vice President, Talent Development and Human Resources, in consultation with the Vice President, Finance and Administration/Chief Financial Officer, and Vice President and General Counsel, for the reasons set forth in the rationale (which is attached hereto as Exhibit B and incorporated by reference as if fully rewritten), to take all necessary action to effect the abolishment of the twelve (12) positions identified in this resolution and other related personnel actions, consistent with the requirements of Ohio Revised Code Sections 124.321 – 124.327, applicable collective bargaining agreements as well as any applicable University Rules, subject to the statutory rights of the affected employees that may arise including displacement rights of individuals affected by the abolishment of these positions; and

BE IT FURTHER RESOLVED, That the Office of Talent Development and Human Resources inform and make available to employees affected by the abolishment of their position resources and services to assist in their employment transition process; and

BE IT FURTHER RESOLVED, That the Board authorizes the extension of the special educational privileges through reduction of fees as authorized in University Rules 3359-20-04.3 and 3359-26-02 to all of the employees in the abolished positions including University Dining Services employees who became employees of Aramark Educational Services, LLC after July 15, 2015 (the date the University executed a Letter of Intent for Dining Services with Aramark Educational Services, LLC) and their dependents for a period not to exceed four (4) years from the date of this resolution to enable them to complete the degree program they are currently enrolled in, so long as there is no break in their attendance and the student meets the applicable eligibility requirements. In addition, the Board authorizes such reduction of fees to the affected employees and their dependents for a period of one (1) year for those individuals enrolled to begin classes for the first time with the start of the fall 2016 semester; and

BE IT FURTHER RESOLVED, That the Board authorizes the extension of medical and dental coverage to any University Dining Services employee who transitions to employment with Aramark Educational Services LLC at The University of Akron from December 9, 2015 (the date the University executed a Service Level Agreement for Food Service Operations with Aramark Educational Services, LLC) through February 26, 2016 to bridge a gap in medical coverage until the affected employee is eligible for coverage under Aramark's plan (not to exceed thirty [30] days). The Office of Talent Development and Human Resources is authorized to pay the cost of coverage on behalf of each employee so affected; and

BE IT FURTHER RESOLVED, That employees who are currently in some of the positions to be abolished who may elect to retire upon being notified of the abolishment of their position shall notify the Office of Talent Development and Human Resources in writing within the notice period provided by their employee category of their intent to retire. For staff employees, the notice period is two (2) weeks. A pending retirement date beyond the date of abolishment of the position shall not affect the abolishment of the position. The Office of Talent Development and Human Resources is authorized to work with employees who provide notice within their notice period of their intent to voluntarily elect to retire in order to establish an appropriate retirement date and, if

deemed appropriate by the Office of Talent Development and Human Resources, place an employee on unpaid leave following the abolishment date to effectuate the retirement.

Paul A. Herold, Secretary
Board of Trustees

February 10, 2016

EXHIBIT A**Position Abolishments for February 10, 2016 Board of Trustees Meeting**

	Job Code	Classification	VP Location & Unit	Position Number
1	80356	Business Coordinator Dining Services	VP, Finance & Administration/CFO/ University Dining Services	4049
2	80354	Lead Team Coordinator, Dining Services	VP, Finance & Administration/CFO/ University Dining Services	4047
3	80351	Team Coordinator Dining Services, PT	VP, Finance & Administration/CFO/ University Dining Services	4048
4	42541	Assistant Manager, Dining Services	VP, Finance & Administration/CFO/ University Dining Services	656
5	42541	Assistant Manager, Dining Services	VP, Finance & Administration/CFO/ University Dining Services	4057
6	42511	Chef, Dining Services	VP, Finance & Administration/CFO/ University Dining Services	4121
7	42552	General Manager, Food Services	VP, Finance & Administration/CFO/ University Dining Services	4128
8	42551	Manager, Food Services	VP, Finance & Administration/CFO/ University Dining Services	3387
9	42551	Manager, Food Services	VP, Finance & Administration/CFO/ University Dining Services	351
10	42551	Manager, Food Services	VP, Finance & Administration/CFO/ University Dining Services	4125
11	80350	Food Utility Worker	VP, Finance & Administration/CFO/ University Dining Services	4055
12	80354	Lead Team Coordinator, Dining Services	VP, Finance & Administration/CFO/ University Dining Services	4311

EXHIBIT B

Abolishment of Positions Rationale

Pursuant to Section 124.321 et seq. of the Ohio Revised Code, Chapter 123:1-41 of the Ohio Administrative Code and the respective collective bargaining agreement (Staff Bargaining Unit) with regard to bargaining unit positions, The University of Akron intends to abolish positions due to a lack of continued need for the positions, due to lack of work. This memorandum constitutes the University's rationale for the abolishment of positions. The abolishment of these positions is estimated to be effective no later than February 26, 2016.

Overview of The University of Akron

The University of Akron is a major public teaching and research institution that offers more than 300 certificates, associate, bachelor's, master's, doctorate and law degree programs – with accreditations by 28 professional agencies. The University has more than 25,000 students. The University has 10 residence halls, which house approximately 2,900 students on campus.

The University of Akron had been experiencing revenue reductions since FY 12. The state's FY 12-13 biennial budget reduced UA's state share of instruction support by roughly 14.2 percent, or \$15.6 million compared to the FY 11 level of funding, except for increases for FY 15 (approximately 3.1 percent from FY 14) and FY 16 (approximately 7.5 percent from FY 15). The significant reduction in state funding was the result of the expiration of federal stimulus funds provided through the American Recovery and Reinvestment Act of 2009.

The University's budget challenges have been compounded by enrollment declines of roughly 13.9 percent over the last five years. The last three years have been extremely challenging for the University as it has experienced fall enrollment declines of 5.9 percent for 2013, 4.5 percent for 2014 and 2.7 percent for 2015.

As a result of declining enrollment, budget reductions were implemented beginning in FY 13 in an attempt to balance the ongoing expenses to the available resources. Significant reductions, reallocations and uses of reserves have been needed as well as increases in tuition and fees. Budget reductions of \$6 million were implemented with the FY 13 budget. Budget reductions of \$25.5 million were targeted in the FY 14 budget, and reductions of \$11.2 million were required in the FY 15 budget. The reductions were not fully realized.

In 2015, the University established a fiscal realignment goal of \$60 million to take place over a three-year time period to improve financial stability, which includes certain investments intended to maintain the physical infrastructure and grow enrollment. This plan included the abolishment of 213 positions resulting in a net reduction (after implementation costs) in budgeted expenses of approximately \$14.3 million.

In addition to the abolishment of positions, the University has also looked at ways to increase revenue and improve the quality of services. One of the services the University identified, after considering others, was the University's Dining Services operation, which was selected to be outsourced. Aramark was selected based on its reputation and ability to: 1) refresh current dining operations with national brand concepts; 2) infuse capital dollars into the dining system for needed improvements; 3) provide annual support in the form of rent and other allowances; and 4) support the University with \$6.7 million in the form of an unrestricted grant.

Overview of University Dining Services

University Dining Services was managed by an in-house team and included:

- Resident Dining
- Retail Dining
- Catering
- Conferences
- C-Stores

In May 2015, the University employed 67 people dedicated to providing dining services on campus. As a result of attrition and opportunities to join Aramark, the new company providing dining services on campus, the majority of existing employees have already transitioned to other employment. Therefore, when the University finalizes the outsourcing of its Dining Services operation, it will need to abolish a total of twelve positions:

- Seven positions in the Classified Civil Service in the following classifications: Assistant Manager (2), Chef (1), Manager Food Services (3), and General Manager Food Services (1).
- Five positions in the Staff Bargaining Unit in the following classifications: Team Coordinator PT (1), Lead Team Coordinator (2), Food Utility Worker (1), and Business Coordinator (1).

Since The University of Akron has selected Aramark (contract signed December 9, 2015) as its dining service supplier, the University will discontinue dining service operations within its table of organization, except for nine positions in the CWA bargaining unit. Aramark will manage the dining services operations at The University of Akron and will determine what positions it will need to provide those services. Aramark will determine work schedules, work assignments, etc. for its employees. Individuals hired by Aramark will be subject to the terms and conditions of employment as established by Aramark, including salary, benefits, leave policies, etc. (see attached Service Level Agreement for Food Service Operations with Aramark Educational Services, LLC). In summary, the abolishment of these positions is for lack of work due to the elimination of dining services from the Appointing Authority's organizational structure (see attached organizational charts).

Prepared by:

William H. Viau

Associate Vice President, Talent Development and Human Resources/Appointing Authority

Nathan J. Mortimer

Vice President, Finance and Administration/Chief Financial Officer

SERVICE LEVEL AGREEMENT

**The University of Akron
Food Service Operations**

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1. INTRODUCTION

1.1. Purpose and Objectives

This Agreement sets forth the terms and conditions under which the Supplier will provide specified services (all services provided by Supplier under this Agreement are collectively referred to as "the Services") to the University and is a basis and framework for the delivery of high quality services that meet the needs of the University.

The objective is to provide a foodservice program that enhances the quality of life for students, faculty, staff, alumni, patients and visitors, contributes to the prestige of the organization and realizes a financial return to The University of Akron to at least cover the economic value of space used, cost of utilities provided, the expenses of contract oversight, and other mutually agreeable direct and indirect costs.

1.2. Parties to the Agreement

This Agreement is made between **Aramark Educational Services, LLC** (hereinafter referred to as "the Supplier" or the "Contractor") of **1101 Market Street, 24th Floor, Philadelphia, PA 19107**, and **The University of Akron** (hereinafter referred to as "the Client" or the "University") of **302 Buchtel Common, Akron, Ohio 44325**.

1.3. Commencement Date

This Agreement will commence on August 1, 2015 (the "Commencement Date") for the University's Main Akron Campus.

1.4. Term

The term of this Agreement shall commence on August 1, 2015 and shall continue through July 31, 2020, unless otherwise terminated as provided for elsewhere herein. Thereafter, the term of this Agreement shall automatically be renewed (absent termination as provided for in Paragraph 13 of this Agreement), without any action required on the part of Aramark or University, for an additional renewal term of five years, until July 31, 2025, unless either party notifies the other if its intent not to renew no less than ninety (90) days in advance of the end of the initial Term.

1.5. Definitions

"Accounting Period" means one of the twelve (12) segments of the Supplier's fiscal year, each consisting of four (4) or five (5) weeks. Two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks occur in each Supplier fiscal quarter. The September Accounting Period shall periodically consist of six (6) weeks.

"Agreement" means this Service Level Agreement.

"Benchmarks, targets and metrics" means the agreed numeric criteria against which performance under this Agreement is to be measured.

"Campus Food Service Program" means the board, cash, catering and other related food service operations (but not vending services) to be provided by Supplier under this Agreement.

"Change control procedures" means the agreed process to be followed when changes are required either to this Agreement or to the Services, as described in Schedule H hereto.

"Commencement Date" has the meaning set forth in Section 1.3.

"Defective or inadequate performance" means the delivery of services where the performance levels do not meet an agreed minimum criteria as defined by the Continuous Improvement Program outlined in Schedule I.

"Disclosing party" means the party who has disclosed confidential information to the other party.

"Facilities Renovation" means all aspects of constructing and equipping a facility, including but not limited to conceiving, designing, engineering, constructing, furnishing, decorating, and equipping (which shall include all equipment, such as commercial materials, furniture, decorative items, and smallwares) the relevant space.

"Food Service Facilities" means the University owned areas, improvements, personal property and facilities made available by the University to Supplier for the provision of the food services as more fully described in Paragraph 5.2 and variously below.

"Initial period" means the Agreement period from the Commencement Date through July 31, 2020.

"Joint Operating Manual" means the procedures and operations manual to be mutually developed by Supplier and University setting forth various daily operating responsibilities, procedures and duties.

"Key personnel" mean those persons employed or contracted by, or acting on behalf of the Supplier who have a key role in the delivery of the services to the University. These positions include, but are not limited to, the Resident District Manager, General Manager, Director of Retail Operations, Director of Catering, Executive Chef, Controller, and Human Resources Specialist, as identified in Schedule L.

"Net Receipts" means total revenue derived from the Meal Plans, Declining Balance sales, Retail sales, Camps/Conferences, Catering, and PAH Concessions sales, less applicable sales or use taxes.

"Non-standard services" means those services that are not considered by the University to be part of its normal daily operations.

"Operating Year" shall mean the consecutive twelve (12) month period commencing July 1 and ending June 30.

"Place of service delivery" means the address or addresses of the University's or Supplier's premises where the Service delivery is deemed to take place.

"Problem escalation" means the agreed procedure for alerting and notifying increasingly senior members of the Supplier's management of the non-resolution of problems associated with the Services.

"*Problem management*" means the agreed procedures for providing support and problem resolution services to the University.

"*Receiving party*" means the party who has received confidential information from the other party.

"*Service availability*" means the times and periods that the Supplier will make the Services available to the Client.

"*Service component*" means a divisible and identifiable part of the overall Services to be delivered.

"*Service review meetings*" mean regular meetings that are held between representatives of the Supplier and the Client specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

"*Servicewares*" means items used in the serving of food and beverages such as chinaware, glassware and silverware.

"*Small Expendable Equipment*" means items used in the preparation of food such as pots, pans and kitchen utensils.

"*Standard Services*" means those services that are considered by the University to be part of its normal daily operations (see Section 2.1.1.)

"*ZIP Card*" means the University identification card used by the University to identify students, faculty and staff as members of the University community, as more fully described in Schedule E.

2. SCOPE OF WORK

2.1. Services

2.1.1. Standard Services. The University hereby engages Supplier, on an exclusive basis, to provide the University with residential and retail dining services, including alcoholic and non-alcoholic beverages, for the University to resell to its students, faculty, staff and guests on its campus in Akron, Ohio, including exclusive catering services at the Quaker Square Ballroom, Student Union Ballroom, and InfoCision Stadium floors 5-6, and alcohol sales only on InfoCision Stadium floor 7, and on a non-exclusive basis for all other University venues.

2.1.2. Non-Standard Services. The parties will address the specific details for athletics concessions by amendment at a time to be mutually agreed upon by the parties.

2.2. Service Availability

Supplier shall manage the Campus Food Service Program for the University and University's students, faculty, staff and guests at such hours as University and Supplier mutually determine, and which are included in Schedule F, which is attached hereto and incorporated by reference. Supplier shall submit menus to such person as University shall designate at least one (1) week in advance of implementation.

2.3. Place of Service Delivery

Supplier shall manage the Campus Food Service Program for the University and University's students, faculty, staff and guests at such locations as University and Supplier mutually determine, and which are included in Schedule G, which is attached hereto and incorporated by reference.

2.4. Changes to Services

Either party may propose changes to the scope, nature or time schedule of the Services being performed under this Service Level Agreement. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services consistent with the change control procedures included in Schedule H to this Agreement.

2.5. Prices

The University and Supplier shall mutually determine the prices at which items shall be sold. If Supplier sustains increases in its costs, including but not limited to increases in its product or labor costs, changes are to be subject to the change control procedures included in Schedule H to this Agreement.

Supplier may adjust retail pricing throughout the operating year in response to national brand pricing changes or requirements.

2.6. IT System

Supplier shall develop, implement, install, operate, administer and maintain an information technology system, including, but not limited to, (i) hardware (e.g. computers, timekeeping devices, point of sale devices, digital signage, kiosks, dynamic host configuration protocol devices, reinstalled replacement security cameras in construction areas, and static internet protocol devices), which, to the extent that the costs are related to a Supplier concept funded by a Supplier investment, are at Supplier's cost; (ii) owned and licensed software and/or websites and (iii) systems support necessary to support the services provided by Supplier (the "IT System"). The University shall provide, at its expense, a dedicated network segment (to the extent possible and at minimum access at all Supplier locations on campus to the University's information technology network via standard 80 and 443 network ports) and a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.

The University shall provide consistent and prominent access to content sites developed by Supplier for the University (including, but not limited to, CampusDish and CampusDash) from the University's websites and online portals. The University agrees Supplier may obtain, store, utilize, process and transmit certain personal and financial data of the University's students, guests, faculty and staff within and beyond University's firewall in accordance with: (i) all applicable laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"); (ii) the current Payment Card Industry Data Security Standards ("PCI Standards"); and (iii) Suppliers privacy policy, available at <http://www.aramark.com/PrivacyPolicy.aspx>. The University agrees to allow Supplier and its third-party auditors to access the University's information technology network, Point of Sale ("POS") system, and technical resources to the extent required to comply with applicable PCI Standards and to verify such compliance.

2.7. Hazardous Substances; Pre-Existing Conditions

Supplier has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the University or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the University's Food Service Facilities or their surrounding premises, unless such exposure results from, or is exacerbated by the acts or omissions of Supplier. Each party will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement, regarding such Hazardous Substances on the Food Service Facilities' premises. Each party will notify the other of the presence of such Hazardous Substances and each acknowledges that its respective employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Except as otherwise provided herein, Supplier has advised the University that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the University or a third party retained by the University. In no case will any Supplier employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with University.

Supplier will not be responsible for any conditions that existed in, on, or upon the Food Service Facilities before the Commencement Date of Services pursuant to the LOI ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions.

2.8 Liquor License

- 2.8.1 The parties acknowledge and agree that Supplier has obtained or shall obtain for the University's benefit various required liquor licenses from the Ohio Department of Liquor Control (the "Licenses). Supplier shall be solely responsible for: (i) keeping the Licenses in full force and effect during the term of this Agreement, including but not limited to, filing all applications for renewal and paying all fees in connection therewith; and (ii) all operations conducted pursuant to the license including, without limitation, purchasing (where permitted by law) and dispensing all liquor on the Premises. Supplier agrees to indemnify the University and hold it harmless against any action or liability of whatever nature in connection with its dispensing of liquor, including but not limited to dramshop liability. Supplier shall maintain in effect a liability insurance policy covering its dispensing of liquor in such amount with an insurance company licensed to do business in Ohio, to cause the University to be named as an additional insured on such policy and to provide the University a certificate evidencing such policy.
- 2.8.2 University is a state of Ohio educational institution whose liability only can be determined in the Ohio Court of Claims pursuant to Ohio law as set forth in Ohio Revised Code Section 2743.02. To the extent permitted by law, including, but not limited to, Ohio Revised Code Chapter 2743 and Section 3345.40 and Section 9.86, University shall be responsible for any and all claims, actions, damages, expenses

awarded by a court of competent jurisdiction, for the negligent acts and omissions of its officers and employees engaged in the scope of their employment and arising under this Agreement.

2.8.3 Operations

- Any liquor sold to the University by Supplier under its license shall be billed to the University at cost.
- Supplier agrees to serve alcohol in accordance with the laws of the State of Ohio.
- Supplier and the University agree that Supplier shall serve liquor only in areas of the Premises permitted under the Licenses.
- Supplier agrees that all bar servers shall be educated in TIPS procedures and have a valid TIPS certification.
- Both parties agree to deliver to the other party within three (3) business days of receipt any notice received by either party in connection with the License.

2.8.4 Contingency

The parties acknowledge and agree that they will enter into a Conditional Purchase Agreement (attached as an Exhibit to this Agreement) entitling University to transfer, or void a pending transfer application(s) (at its sole discretion) the Liquor Permit(s) to itself, or any entity University designates under the following conditions:

- termination of the SLA for any reason; or,
- any act constituting default; or,
- initiation of the transfer or sale of the Liquor Permit(s), or,
- failure to timely pay any and all sales, withholding, workers compensation, corporate franchise or unemployment taxes associated with the Liquor Permit(s); or,
- failure to renew the Liquor Permit(s) with the Ohio Division of Liquor Control on or before February 1 or any given renewal period; or,
- violation of any provision of Title 43 of the Ohio Revised Code (or any rule promulgated thereunder); or,
- failure to perform any other act or pay any other obligation which may encumber the Liquor Permit(s) or endanger the good standing of same.

Violation of the items listed above, unless cured consistent with this agreement, shall constitute default. At that time, University shall have the option to utilize its rights under the Conditional Purchase Agreement and/or any other options it may have under the various agreements between the parties.

Supplier agrees that the terms and conditions of the Conditional Purchase Agreement shall be mutually agreed-upon by the parties, provided, however, they shall not in any way inhibit the transfer of the permits to University. Further, University (at its sole discretion) may require Supplier to execute other documentation to accompany the Conditional Purchase Agreement. At a minimum, Supplier will be required to execute (a) power of attorney, (b) Ohio Division of Liquor

Control transfer documentation, and (c) declaration of tax representative authorizations.

Should Supplier elect not to enter into the Conditional Purchase Agreement for any reason, said election shall constitute a default of this Agreement, and University shall have all remedies for default contemplated hereunder.

3. PERFORMANCE AND REPORTING

3.1. Key Personnel Changes

Once Key Personnel are named through mutual agreement of the University and Supplier, the Supplier will notify the University in advance of changes in such personnel that could affect the delivery of the Services to the University.

3.2. Benchmarks, targets and metrics to be utilized

Pursuant to Schedule I, Supplier shall conduct a dining survey in the fall of each year and shall share the results with the University annually.

3.3. Accurate Books and Records

Supplier shall maintain accurate books and records in connection with the Campus Food Service Program and shall retain such records for a period of six (6) years.

3.4. Service Level Reporting

Reports on actual service levels achieved will be provided to the University on a monthly basis. Such reports will cover each service component delivered pursuant to this Agreement and the performance achieved compared with University designated performance indicators. These reports are to be provided to the University within 10 working days after the end of each month. The reports required in support of this Agreement are defined in Schedule I.

3.5. Service Review Meetings

Service Review meetings will be held on at least a quarterly basis at the University's offices. The issues to be covered will include (as applicable):

- Service performance levels by venue
- Operational/financial performance levels
- Equipment issues
- Food & nutritional issues
- Quality & safety issues
- Administrative & staffing issues
- Security issues
- Sanitation issues
- Changes proposed
- Special Events (catering)

An annual meeting will be held at the University's offices for the Supplier to present a marketing plan for students (on and off campus), faculty, staff and others as needed.

3.6. Customer Service and Availability

It is expected that the Supplier, and its employees, working with the University associates maintain a professional and courteous nature and that phone calls and order confirmations be promptly returned. The Supplier will provide the University with a dedicated Customer Service Representative, or team thereof, to be placed on the University account during regular business hours with e-mail capabilities.

4. PROBLEM MANAGEMENT

4.1. Problem Definition

The following standard problem definitions will apply to the Services provided under the terms of this Agreement.

Problem Priority	Status	Impact	Timing
Priority 1	Mission Critical	Serious customer and financial impact; health risks and violations apparent	Response within 4 hours
Priority 2	Urgent	Consistently noticeable customer and financial impact	Response same day
Priority 3	Low Priority	Minimal customer impact; no financial impact	Expect response within 2-3 days and correction within 1 week

4.2. Problem Escalation

To ensure that the University receives senior management attention on unresolved issues, the Supplier shall operate utilizing a problem escalation procedure, in order that notice of any unresolved problems shall be provided to the Supplier's operational and management personnel on a priority basis dependent upon the severity of the problem. There are five levels of Problem Priorities and three levels of escalation. This escalation process is specified in Schedule J to this Agreement.

5. COMPENSATION

5.1. Supplier Compensation

The University will compensate Supplier as provided in Schedule "A" attached hereto.

5.2. Financial Commitment and Unrestricted Grant

Supplier shall provide certain financial commitments (collectively, the "Financial Commitment") and unrestricted grants to University in accordance with, and subject to the terms and conditions set forth in, Schedule D to this Agreement.

5.3. Invoices

Initial Payment: Within the first two weeks of each Semester, Supplier shall submit to the University an invoice for an amount equal to the good faith estimate of Ninety Percent (90%) of Supplier's charges for serving board plan patrons, including meal plan and dining dollars for each academic semester (the "Meal Plan Prebill"), which Supplier shall receive within four (4) weeks of the first date of classes of the fall semester and within four (4) weeks of the first date of classes of the spring Semester or at the very latest by September 24th. During the 2015-2016 Operating Year, the Meal Plan Prebill shall be for an amount equal to the estimate of Ninety Percent (90%) of the Supplier's charges for serving board plan patrons, including meal plans only.

Accounting Period Billing: Within twenty (20) days after the end of each Accounting Period, Supplier will submit to the University an invoice for the amounts due Supplier pursuant to Schedule A for such period.

In the event that the balance of the Meal Plan Prebill for the current semester is greater than such invoice, then Supplier shall credit University with payment on such invoice and the current amount of the Meal Plan Prebill will be reduced by an amount equivalent to the amount of such invoice.

In the event that the balance of the Meal Plan Prebill for the then-current semester is not greater than the amount of such invoice, Supplier shall accrue any such excess balance and shall invoice University for the total excess balance at the end of the then current semester (less, if applicable, the amount of any partial balance equivalent to the remaining amount of the Meal Plan Prebill).

Notwithstanding the foregoing, Supplier will submit weekly invoices for amounts due to Supplier for declining balance dining dollar usage, catering, or other costs as needed.

Each invoice submitted to the University as described above will clearly state the services performed.

5.4. Guaranteed University Revenue Payment

Within fifteen (15) days after the end of each Accounting Period, Supplier shall pay University the University revenue that is owed to University pursuant to Schedule A, Section E, of this Agreement.

5.5. Payment terms

All invoices submitted by the Supplier to the University shall be paid within ten (10) business days following receipt of a valid, undisputed invoice. Any amounts disputed in good faith may be deducted from the invoice and the remainder must be paid by the due date. The disputed amount should be notified in writing to the Supplier within 3 business days of receipt of the invoice giving the reasons for withholding payment. Upon receipt of the University's dispute notice, the Supplier and the University will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. The University agrees to pay any disputed amounts within 5 business days once the issues have been resolved. In the event that the University pays any invoice and subsequently disputes the amount, then Supplier agrees to pay any disputed amount within 5 business days once the issue of the dispute has been resolved.

5.6. Interest for late payment

In the event invoices are not paid within thirty (30) days following receipt of a valid, undisputed invoice, interest shall be charged on each invoice at the lesser of 12% per annum or the maximum rate permitted by law per Accounting Period, on the unpaid balance, computed from the invoice date until the date paid.

The right of Supplier to charge interest for late payment shall not be construed as a waiver of Supplier's right to receive payment of invoices within ten (10) days of the invoice date.

5.7. Renegotiation; Adjustment for Certain Changes

The financial terms set forth in this Agreement and other obligations assumed by each party hereunder are based on conditions in existence on the date Supplier commences operations, including by way of example, the University's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, each party has relied on representations made by the other regarding existing and future conditions in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by either party, the University and the Supplier in good faith, and consistent with Schedule H, shall renegotiate the financial terms and other obligations assumed by each party on a mutually agreeable basis to reflect such change, inaccuracy or breach. If the parties are not able to successfully renegotiate the Agreement, the Agreement may be terminated pursuant to Section 13 of this Agreement.

Notwithstanding anything herein to the contrary, the financial terms set forth herein are based on the wages and benefits in effect as of the date Supplier commences operations hereunder. If Supplier's costs increase due to increases in employee health and welfare benefits costs, multi-employer pension plan obligations, including but not limited to the School Employees Retirement System of Ohio ("SERS"), or due to causes beyond Supplier's control, including, but not limited to, an increase in federal, state or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions), or changes in a collective bargaining agreement covering Supplier's or the University's employees, then Supplier shall give the University written notice of such increase, and ten (10) business days after such notice, Supplier shall automatically be entitled to a pro rata increase in its financial compensation to cover increased labor costs resulting directly or indirectly from such increase.

5.8 Revenue Procedure 97-13 Compliance

The University represents that it has reviewed this Agreement with appropriate counsel and that, as of the Commencement Date, it has received assurances that the financial and operating terms of this Agreement are compliant with the requirements of IRS Revenue Procedure 97-13 ("Rev Proc 97-13"). In the event that subsequent to the Commencement Date, the financial and/or operating terms of this Agreement need to be revised or amended in order to ensure continued compliance with Rev Proc 97-13, then the University and Supplier shall renegotiate the financial and/or operating terms of this Agreement to ensure that there is no materially adverse change in the financial benefits (taken as a whole) received by Supplier subsequent to such revision than the financial benefits (taken as a whole) received by Supplier

prior to such revision and no adverse change on the tax-exempt status of the University's outstanding securities. If the parties are not able to successfully renegotiate the Agreement, the Agreement may be terminated pursuant to Section 13 of this Agreement. Aramark agrees that it will work in good faith with the University and its bond counsel to confirm continued compliance with the requirements of Rev Proc 97-13.

6. UNIVERSITY DUTIES AND RESPONSIBILITIES

6.1. Processing and authorization of invoices

The University undertakes to process and settle invoices by the due dates.

6.2. University personnel, capital equipment, facilities and resources

Subject to Supplier's obligations to provide renovations and equipment herein, the University will ensure the Supplier has timely access to appropriate University personnel and will arrange for the Supplier personnel to have suitable and safe access to the University's facilities and University-owned food service equipment. The University will provide, at its expense, electrical, water, natural gas, local telephone, heat, air, pest control, cleaning of public areas, trash removal in approved on-site containers, and ventilation required for dining service & catering operations. The University also will provide, at its expense, suitable office space, restroom facilities and associated resources, such as telephones, local phone service and Internet service for Supplier personnel working on-site. Supplier is responsible (i) to reimburse the University for any business related long distance calls and (ii) for office equipment, such as computers, desktop devices, office supplies, and wireless devices. The University shall have full access to the Food Service Facilities at all times.

6.3. Maintenance or repairs on University-owned capital equipment

The University shall furnish building maintenance services or retain third-party service companies for the Food Service Facilities, shall respond and acknowledge any repair request within twenty-four (24) hours, and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities. The cost of maintenance or repairs that cannot be performed by the University's building maintenance services shall be paid out of the Facilities Support Fund. The University shall be responsible for the cost of maintenance or repairs in excess of the Facilities Support Fund.

6.4. Servicewares and Small Expendable Equipment.

University shall furnish an adequate initial inventory of Servicewares and Small Expendable Equipment. At the commencement of operations hereunder, Supplier and University shall jointly take an opening inventory of such Servicewares and Small Expendable Equipment, a copy of which shall become part of this Agreement. Supplier shall maintain such inventory at its expense.

6.5. Cleaning

Supplier shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food

service equipment, kitchen floors, and grease filters), cafeteria restrooms, and for the routine cleaning of cafeteria tables and chairs.

The University, at its expense, shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors. The University shall have the floors and carpets in all dining areas professionally cleaned quarterly. In addition, The University, at its expense, shall be responsible for routine cleaning of all hoods in all locations, grease traps, duct work, plenum chambers and roof fans. The University shall be responsible for trash and garbage removal and extermination service.

7. PERSONNEL

Supplier shall provide and pay a staff of its employees on duty on the University's premises for the efficient management of the Campus Food Service Program. Employees of Supplier will be subject to the rules and regulations of University while on University's premises.

Supplier shall assign to duty on the University's premises only employees acceptable to the University.

University is a state of Ohio educational institution whose liability only can be determined in the Ohio Court of Claims pursuant to Ohio law as set forth in Ohio Revised Code Section 2743.02. To the extent permitted by law, including, but not limited to, Ohio Revised Code Chapter 2743 and Section 3345.40 and Section 9.86, University shall be responsible for any and all claims, actions, damages, expenses awarded by a court of competent jurisdiction, for the negligent acts and omissions of its officers and employees engaged in the scope of their employment and arising under this Agreement and arising as a result of any personnel actions taken or directed by the University. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of Customer and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02

Supplier shall not discriminate because of race, color, religion, sex, sexual orientation, gender identity, age, national or ethnic origin, disability, military status, genetic information or status as a veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees of the Campus Food Service Program. Supplier affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations.

Supplier shall cause all of its employees assigned to duty on the University's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to the University upon request.

Supplier's employees are not employees of the University. Neither this Agreement nor the work performed by Supplier convert Supplier's employees to public employees. Notwithstanding the foregoing, the University is subject to the terms and conditions established by the School Employees Retirement System (SERS) regarding participation in the state retirement system. Under Section 3309.01(B)(3) of the Ohio Revised Code, the School Employees Retirement Board likely would treat Aramark employees at the University as "employees" of the University for the sole purpose of contribution to, and participation in the School Employees Retirement

System (SERS). Under current regulations, the University is required to contribute fourteen percent (14%) of the current rate of pay for each individual employed by the University in a staff position or for any individual employed by a contractor providing services to the University in a position that would normally be considered as part of the University's regular operations. If the SERS Board were to determine that one or more of Supplier's employees is an "employee" for the purpose of retirement contributions, the University would be required to make contributions to the retirement system on behalf of any such individual employed by Supplier to provide services under this Agreement.

In the absence of a decision by SERS that Supplier's employees are not a "state employee" for the purpose of retirement contributions, Supplier is required to withhold from the compensation paid to any such employees for services rendered by such employees at University facilities, the amount required to be withheld from employees' compensation under SERS, which is currently ten percent (10%). Supplier shall pay such ten percent (10%) employee contribution to the University, who will remit such amount to SERS. In addition, and in lieu of paying the full fourteen percent (14%) SERS employer contribution for each Supplier employee, Supplier will be required to pay to the University an amount equal to the social security tax under the Federal Insurance Contributions Act ("FICA") that Supplier would have been obligated to pay under FICA on compensation paid to any such employees for services rendered by such employees at University facilities. The FICA rate is currently set at six and two-tenths percent (6.2%) of such compensation. The University will contribute the remaining seven and eight-tenths percent (7.8%) to equal the total fourteen percent (14%) SERS employer contribution. After collecting Supplier's 6.2% employer SERS contribution and contributing its own 7.8% contribution, the University shall remit the full 14% Employer contribution to SERS.

These provisions shall apply to new employees hired by Supplier for service at University's facilities or current Supplier employees transferred to Supplier's account at the University. In the event that the SERS Board decides that Supplier's employees are not "state employees" for purposes of retirement contributions; Supplier transitions all of the University's food service employees onto Supplier's payroll; or the State of Ohio determines that SERS no longer applies to the University, Supplier and the University shall renegotiate the above terms.

During the Term of this Agreement, or while the parties are operating under a Letter(s) of Intent, if University employees provide services that normally would be performed by Supplier pursuant to this Section 7, Supplier will reimburse University for the cost of those employees' services, including University wages, taxes, pension, unemployment compensation, and workers' compensation. University shall be responsible for tracking and calculating the hours of service and providing an accounting of those hours with an invoice to Supplier. Supplier shall pay University within thirty (30) days after receipt of invoice.

8. FOOD PURCHASING AND SUPPLIES

8.1. Food Purchasing

Supplier shall purchase and pay for all food, supplies and services utilized in the Campus Food Service Program.

8.2. Inventory of Food and Supplies

At the termination of this Agreement, the University agrees, if requested by Supplier, to either purchase directly or to cause Supplier's successor to purchase Supplier's usable inventory of food and supplies. The purchase price for such inventory shall be Supplier's invoice cost.

9. WARRANTIES AND REMEDIES

9.1. Quality of Service

The Supplier warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services. If the University considers that a breach of this warranty has occurred and notifies the Supplier in writing stating the nature of the breach, then the Supplier will be required to correct any affected Services as promptly as possible in order that they comply with the warranty.

9.2. Indemnification

Supplier agrees to defend, protect, indemnify and hold harmless the University and its trustees, officers and employees from and against claims, including reasonable attorneys' fees and reasonable costs of litigation, for losses, liabilities, demands, costs and expenses, or the settlement thereof, for bodily injury or property damage arising directly out of the negligence of Supplier, Supplier's personnel and agents, in performing the Services under this Agreement. In no event shall Supplier's indemnification obligations include any claim for losses, damages or injuries arising out of the acts or omissions of the University, its trustees, officers or employees.

The University agrees to immediately notify Supplier, in writing, of all losses or claims for which it will seek indemnity from Supplier under this Agreement. Subject to the approval of the Ohio Attorney General, the University will give complete authority to Supplier to compromise or settle such claim and fully cooperate with Supplier in the defense and all related negotiations.

9.3. Force majeure

Except in respect of payment liabilities that are already due and owing, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act, labor disputes or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such failure or delay. In the event of a Force Majeure which interferes with the Campus Food Service Program, upon request, Supplier shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to Supplier and the University.

10. SECURITY

10.1. Physical Access

The University will provide Supplier's employees and sub-suppliers with reasonable authorized access to premises and equipment in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.

Supplier will exercise maximum security control over those portions of the facilities and food service locations under its sole and direct control to prevent theft, vandalism, destruction or other damage to, or removal by unauthorized persons of properties, facilities, equipment, supplies, inventory, files, records, receipts and/or cash, checks and other sales transactions. The University will not be responsible in any way for such damages, theft or loss, with the Supplier maintaining sole responsibility for such Supplier owned inventories and equipment.

10.2. Logical Access

The University will provide the Supplier's employees and sub-suppliers with necessary access to the software and systems in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.

10.3. Compliance with University Security Policies

In the event that the University operates formal security policies, the Supplier will ensure that its employees are made aware of such policies and will also ensure ongoing compliance with these policy statements, including but not limited to the University's policies for Access and Acceptable Use of University Computer and Information Resources and Computer Misconduct. The University will provide the Supplier with up to date information on its security policies and will keep the Supplier informed about any changes to these policies.

10.4. Information and data security measures

The Supplier will manage information and data security for that information and data controlled by Supplier with reasonable efforts to restrict unauthorized access. The Supplier will make best endeavours to ensure that its employees and representatives are fully aware of the risks associated with information and data security issues.

10.5. Information Disaster Recovery

The Supplier will ensure that information and data under its responsibility is properly backed up on a daily basis and also that arrangements are made for recovery processes to be installed to minimize any potential disruption to the University's business. Subject to the provisions of Section 9.3 of this Agreement, the Supplier is required to ensure that proper measures are in place to enable continuation of services in the event of unexpected disruptive events. These measures should include implementation and pre-testing of formal disaster recovery and business continuity planning within the Supplier's business.

10.6. Emergency Preparedness

The Supplier shall prepare and maintain a written contingency plan for providing service in the event of strikes, riots, fires, power failure or other catastrophic events

that may impact the normal operations of the University. Contingency plans should address the Supplier's plans for providing uninterrupted food services including, but not limited to: designated off-site locations for food preparation where necessary, alternate staffing plans and any other proposal to demonstrate the Supplier has the capability to respond to catastrophic occurrences. A copy of this plan will be provided to the following individuals and other personnel as deemed necessary by the University:

Coordinator of Emergency Management
Mark Beers
Room 111, Superior Building
The University of Akron
Akron, OH 44325-0607
330-972-2633

Director of Residence Life and Housing
Melinda Grove
Room 105, Ritchie Hall
The University of Akron
Akron, OH 44325-1401
330-972-8574

11. PUBLIC AND CONFIDENTIAL INFORMATION

11.1. Confidentiality

Both parties agree to keep confidential all information concerning the other party's business or its ideas, products, customers or services that could be considered to be "Confidential Information". "Confidential Information" is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret in nature and that is furnished or disclosed to the other party and, with respect to Supplier, shall include, but shall not be limited to, all financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by the University based on Supplier supplied information, relative to or utilized in Supplier's business or the business of any subsidiary or affiliate of Supplier. Confidential information will remain the property of the Disclosing Party and the Receiving Party will not acquire any rights to that confidential information. Confidential information does not include gross financial and numerical metrics regarding dining service unit operations and sales or this Agreement. Supplier will keep all student information (including, without limitation, all student health information) completely confidential, consistent with the obligations of FERPA and Schedule L.

11.2. Proprietary Materials

The University agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), developed without the contribution of University students or employees and without the use of University facilities and used by Supplier on the University's campus in connection with the Services provided by Supplier under this Agreement, shall remain the property of Supplier. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by Supplier or licensed to Supplier by third parties shall be discontinued by the University, and the University shall immediately return to Supplier all Proprietary Materials. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by University shall be discontinued by the Supplier, and the Supplier immediately shall return to University all of the University's proprietary materials.

11.3. Public Records Request

If the receiving party receives a request to divulge any confidential information belonging to the disclosing party, the Supplier understands that any records kept or maintained by the University, including any quotes or pricing of Supplier, may require disclosure under Ohio's Public Records Act, R.C. §149.43 and applicable Ohio law (the "Ohio Public Records Act"), and Supplier consents to such disclosure. Notwithstanding the foregoing, University shall reasonably cooperate with Supplier's efforts to limit such disclosure, consistent with University's obligations under the Ohio Public Records Act.

12. LEGAL COMPLIANCE & RESOLUTION OF DISPUTES

12.1. Governing law

All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

12.1.1 Compliance with Law and Policies

- Supplier hereby covenants and agrees that in the course of Supplier's performance of its duties hereunder, Supplier will comply with all applicable federal, state and local government statutes, ordinances and regulations, and University policies and procedures.
- If professional licensing or certification constitutes a qualification for Supplier's performance under this Agreement, Supplier will make immediately available, at the University's request, a copy of said certification or licensure.
- The Supplier warrants that it has complied with all applicable federal, state and local laws regarding business permits and licenses of any kind, including but not limited to:
 - FERPA
 - Gramm-Leach-Bliley (GLB) Act
 - Privacy Act of 1974
 - OSHA Compliance
- The Supplier agrees to comply with all applicable Federal, State and Local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted sub-suppliers engaged in any work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while engaged in performing the Services.
- **Non-Discrimination:** Pursuant to R.C. §125.111, and Executive Order 11246, Laws and Regulations of the State of Ohio, the Vietnam Era Veterans Readjustment Assistance Act and policy of the University, the Supplier agrees that Supplier, and any Sub-contractor there of, or any person acting on behalf of Supplier or a Sub-contractor, will not discriminate, by reason of race, color, religion, sex, sexual orientation, gender identity, age, national or ethnic origin, disability, military status, genetic information or status as a veteran against any citizen of the State of Ohio in the employment of any person qualified and available to

perform the work under the Agreement. The successful Supplier further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. Any breach thereof may be regarded as material breach of contract or purchase order. The Supplier further agrees that Supplier, any Sub-contractor, and any person acting on behalf of Supplier or its Sub-contractor, will not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, sexual orientation, gender identity, age, national or ethnic origin, disability, military status, genetic information or status as a veteran. Supplier represents that it has a written affirmative action program for the employment and effective utilization of historically underutilized persons and annually will file a description of that program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

12.2. Informal Resolution

In the event of dispute, the parties will attempt, in good faith, to resolve any such dispute through informal negotiation and discussion. Such informal resolution shall occur between authorized members of the parties and shall occur no more than fourteen (14) days following the date of the notice of dispute. Formal proceedings shall not be commenced until such informal negotiations and discussions are concluded without resolution.

The foregoing informal resolution process shall not preclude the parties, upon completion of such informal resolution process, from pursuing any other remedy available at law or equity or acting immediately as necessary to protect its rights hereunder. The foregoing informal resolution procedures shall not limit the right of either party to terminate under Section 13.

12.3. Limitation of liability

The University's total aggregate liability for damages in contract will not exceed one million dollars (\$1,000,000) payable to Supplier under this Agreement. Expressly excluded from the limitation of damages under this Section 12.3 are any payments to Supplier pursuant to (i) Section 5.3 and Schedule D, and (ii) any payments to Supplier in respect of past due invoices.

In no event will either party be liable to the other party for any indirect or consequential damages, including the loss of profits, even if the other party is advised, knew or should have known of the possibility of such damages.

13. TERMINATION

13.1. Termination after initial Agreement term

This Agreement shall commence on the Commencement Date and shall continue for the period set forth in Section 1.4 of this Agreement.

13.2. Termination without cause

If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement, without cause or penalty, by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement. Any termination notice provided by the Supplier must provide for a minimal transitional period of 90 days from the effective date of termination for a replacement service provider.

Notwithstanding the foregoing, if the University, in good faith believes that performance hereunder is or would result in a violation of a statute, rule or regulation of any governmental authority or professional association with jurisdiction over any party, or if the University in good faith determines that performance hereunder is or would be inconsistent with its tax-exempt status or the tax-exempt status of the bonds or other securities thereof, the University may immediately terminate the Agreement upon written notice to the Supplier, which termination shall be deemed a without cause termination. If the University does not immediately terminate the Agreement in accordance with the preceding sentence, the parties shall, in good faith, attempt to amend the Agreement so that it no longer causes a violation, jeopardizes the tax-exempt status of the University or the tax-exempt status of the bonds or other securities thereof to the satisfaction of the University.

13.3. Termination for Cause

If either party fails to perform its obligations under this Agreement, and does not, within 60 days of receiving written notice describing such failure, agree to take measures to cure such failure, then this Agreement may be terminated without penalty by written notice following the expiration of such 60 day cure period.

Following termination, the University may procure the services heretofore provided by Supplier from other sources and may hold Supplier responsible for any and all reasonable cost and losses occasioned by Supplier's breach.

13.4. Payment on termination

In the event of termination of this Agreement under either Section 13.2 or Section 13.3 for any cause, the Supplier will continue to be paid up to the effective date of termination for any fees or expenses due for services delivered up to that date, including the unamortized balance of any financial commitment or unrestricted grant, without penalty.

For purposes of Paragraphs 13.2-13.4, the term "penalty" shall not include any obligation of University to reimburse Supplier for the outstanding unamortized balance of: (i) any Financial Commitment made by Supplier to University pursuant to Schedule D; (ii) any Unrestricted Grant made by Supplier to University pursuant to Schedule D; or (iii) any similar financial commitment or unrestricted grant.

13.5. Transition upon termination

Upon expiration of the term of this Agreement or upon earlier termination in accordance with its terms, the Supplier must exercise best efforts and cooperation for the orderly and efficient transition to a new supplier, and negotiate in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. Such transition services shall be provided for a period of not more than 90 days. Supplier shall provide sufficient experienced personnel during this period to ensure that the services are maintained at the required level of proficiency. Supplier shall be free to negotiate with the successor supplier as to any terms and conditions for sale or transfer of ownership of any supplier-owned items.

14. INSURANCE

14.1. Insurance Requirements

Supplier shall purchase and maintain liability insurance which will protect the Supplier from claims which may arise out of or result from the Supplier's performance or obligations under the contract, whether due to action or inaction by the Supplier, or any person for whom the Supplier is responsible. See Schedule B.

15. AUDIT & ANNUAL PLAN, OPERATING STATEMENTS, BUDGET & REPORT FORMATS

15.1. Audit

In accordance with Generally Accepted Accounting Principles (GAAP) that are sufficient to provide assurance that all transactions are properly recorded, Supplier shall maintain for a period of six (6) years, records of revenues and expenses supported by cash register tapes, invoices, sales slips, guest counts, inventories, bills, vouchers, payroll records, purchase orders, and other records that include pertinent information relative to cost, income, sales and applicable tax reports, forms, and payment of taxes. Such records may be reviewed and copied by the University at any time during the Term of the Agreement and for a period of three (3) years following the termination of the Agreement. The University will bear the financial responsibility of such audits, provided, however, that if the results of any such audit reveal that Supplier has (i) understated its gross receipts or (ii) overstated its expenditures related to any activities pursuant to this Agreement by more than one-half of one percent (0.5%) for the period being examined, then Supplier shall pay to the University, upon demand, the reasonable cost of such examination and/or audit including travel expenses. Notwithstanding the foregoing, Supplier shall have the right to dispute, in good faith, the results of any such examination and/or audit and the parties shall, as promptly as possible, meet to discuss and resolve such dispute.

Supplier shall provide and University will have access to all financial, statistical, Customer Satisfaction and Quality Assurance information to provide the information needed to complete internal and external data sharing and benchmarking exercises.

15.2. Quality Assurance Audit

The University, who may use the assistance of an independent third party firm, will conduct quarterly Quality Assurance and Customer Satisfaction Audits of the Dining Services Operations. The Supplier shall maintain a minimum rating of eighty-five percent (85%) for both the Quality Assurance and Customer Satisfaction Audits.

15.3. Annual Plan

The Supplier, on an annual basis, on or before December 15th, must submit proposed price increases and or changes recommended to the existing board plan pricing structure before making a price adjustment. Invoices, payroll records, external Benchmarks and the Food Away from Home sub-index of the Consumer Price Index published by the U.S. Department of Labor and Bureau of Labor Statistics ("CPI-U") must support any proposed price increase, before such increases/changes will be approved and implemented. Supplier shall be required to provide a list of any items for which it will request a price increase.

A price and portion guide must be maintained by Supplier and updated prior to any changes or increases being implemented. This guide will be made available to the respective University Representatives prior to any changes taking effect.

Board Plan pricing will be reviewed annually and adjustments will be recommended by the Supplier and/or University and mutually agreed upon to meet current financial objectives.

Notwithstanding the foregoing, Supplier shall have the right to increase its pricing on nationally-branded or franchised items if required to do so by the applicable franchisor. In such cases, Supplier shall provide University with written notice and reasonable supporting documentation as far in advance of the effective date of such increase as reasonably possible.

15.4. Client Statements and Reporting Formats

Supplier shall provide monthly Client Statements for Residential Dining, Retail Dining, Catering Services/Summer Conferences and Concessions.

The Operating Year will consist of twelve (12) Accounting Periods. The Supplier will provide operating results for the twelve month period from July 1 through June 30. The Supplier will provide an Client Statement within fifteen (15) calendar days following the close of each Accounting Period. The Client Statement will include the previous Accounting Period and year-to-date totals for each line item.

By Dec. 15 of each year, the Supplier will submit to the University's Representative for review and comment an Annual Plan for the next Academic Year that includes anticipated changes in pricing, if any.

The Supplier will maintain separate records for all revenues, meal counts, and transactions for all Services. At least quarterly, Supplier will explain to the University Representative variances from projected revenues, and make recommendations to improve results

16. GENERAL

16.1. Notices

Notices required under this Agreement are to be sent to the address and persons specified in Schedule C to this Agreement.

Any notice required, permitted or desired to be given under this Agreement shall be sent by prepaid registered or certified mail, return receipt requested, or by commercial courier service, or by electronic facsimile (but in the latter instance, also by mail or by commercial courier service). Notices shall be deemed received on the first to occur of the following: (i) when personally delivered; (ii) when actually received; or (iii) two (2) business days following the deposit thereof with the mail if and only if signed for by an authorized representative and verification of same is retained and available for discovery.

16.2. Standard of care

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

16.3. Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. In the event that an assignment occurs, the terms of this Agreement will be binding upon each party's respective successor; provided, however, that in the event of such assignment, assignor shall remain liable under this Agreement.

16.4. Changes to the Agreement

All changes to this Agreement must be approved in writing by authorized officials of both parties.

16.5. Entire Agreement

This document, including all schedules, and the Supplier's Proposal in response to RFP 2015-4-1949-AWR, including the Supplier's June 8, 2015 Adjusted Financial Offer to The University of Akron, (the "Proposal") constitutes the entire agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services.

16.6. Severability

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.

16.7. Non-solicitation

During the term of this Agreement and for six months after its expiration or termination, neither party will solicit any management personnel of the other party for the purposes of offering employment. For purposes of this Section 16.7, the following shall be considered Supplier's management personnel to which this provision shall apply: (i) Resident District Manager, (ii) Director of Residential Operations, and (iii) Director of Retail Operations.

In addition, each party agrees that if it violates the conditions set forth in the immediately preceding paragraph then the violating party shall pay to the non-violating party, which shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the personnel hired in violation of the terms of this Agreement.

16.8. Schedules

The Schedules referred to in, and attached to, this document are to be considered an integral part of this Agreement.

16.9. Appropriation

It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State.

16.10. Taxes

The University, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate shall be provided to Supplier, upon request, by the University Purchasing Office. Taxes that the University is exempt from as listed above and paid by the Supplier shall be non-allowable expenses.

Supplier shall obtain all federal, state and local licenses and permits required for the Campus Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the Campus Food Service Program.

16.11. Unresolved Findings

Supplier warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If the warranty is deemed to be false, the Agreement is void ab initio and the Supplier must immediately repay to the State any funds paid under this Agreement.

16.12. Suspension or Debarment

Supplier certifies that it is not suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.

16.13. Conflict of Interest

Supplier acknowledges that, to the best of its knowledge, no conflict of interest exists between the Supplier and the University, or Supplier and its employees, or any members of their families in relation to any University policies or guidelines or state laws. Any person who acquires a conflicting personal interest as of the date the services begin must immediately disclose such interest to the University in writing. Supplier will not participate in any action affecting the services of this Agreement unless the University has determined that such participation would not be contrary to the public interest.

16.14. HB694 Campaign Contributions

The Supplier hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC Section 3517.13.

16.15. Waiver

The failure of Supplier or the University to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

17. SIGNATURES

The following authorized representatives of each party execute this Agreement at the Commencement Date:

For the Supplier:

ARAMARK EDUCATIONAL SERVICES, LLC

DocuSigned by:
By: Brian Pressler
~~Brian Pressler~~
Vice President

Date: _____

For the University :

The University of Akron

By: Nathan Mortimer
Nathan Mortimer
Vice President for Finance
and Administration, CFO

Date: 12/9/15

**OFFICE OF GENERAL COUNSEL
THE UNIVERSITY OF AKRON
Reviewed and Approved for
Legal Form and Sufficiency**

By: [Signature]
Date: 12-9-15

SCHEDULE A – COMPENSATION

All facilities, equipment and services to be provided by the University under this Agreement shall be provided at the University's expense, unless otherwise set forth herein.

- A. Board Plan Rates:** Supplier agrees to prepare and serve meals to the University for the University to resell to its students participating in the Board Plan at the following rates:

2015-2016 Board Plan Rates

2015/2016 Meal Plans ¹	Meals ²	Dining Dollars per semester	Guest Meals	Price/Semester
Traditional Meal Plans				
Unlimited ³	Unlimited	\$25.00	5	\$1,836.00
19T	19 meals per week	\$100	5	\$1,974.00
15T	15 meals per week	\$75.00	5	\$1,779.00
12T	12 meals per week	\$50.00	5	\$1,714.00
Flex Meal Plans				
Gold Plan	10 meals per week	\$750.00	0	\$2,205.00
Blue Plan	7 meals per week	\$300.00	0	\$1,424.00
Non-Resident Plans				
Light Blue Plan	4 meals per week	\$250.00	0	\$680.00
Light Gold Plan	5 meals per week	\$150.00	0	\$680.00
Five Plan	Any 5 meals per week at Rob's Café	0	0	\$512.00

¹ Meal swipes are limited to one meal per each of the 4 meal periods per day, and cannot exceed the fixed number of meals per week on the student's plan. Meal Exchange may be used at any non-national brand unit or convenience store on campus, with a limit of one meal plan per meal, and 4 per day for use of meal exchanges. The number of meal exchanges cannot exceed the fixed number of meals per week on the student's plan. Effective as of the Commencement date of this Agreement, Cash Equivalency will not be available during the 2015-2016 Operating Year.

² Any missed meals during the week are forfeited, and there is no credit or refund for missed meals.

³ Unlimited access to Rob's Café during service hours.

2016-2017 Board Plan Rates³

2016/2017 Meal Plans ¹	Meals ²	DD per semester	Price without DD	Price with DD
Mandatory Meal Plans				
Gold	225 Block	\$500.00	\$1,533.00	\$2,033.00
Blue	150 Block	\$600.00	\$1,232.00	\$1,832.00
White	100 Block	\$830.00	\$935.00	\$1,765.00

Voluntary Plans				
Commuter A	25 Block	\$200.00	\$200.00	\$400.00
Commuter B	25 Block	\$300.00	\$195.00	\$495.00
Apartment	50 Block	\$400	\$385.00	\$785.00
Faculty/Staff	16 Block	\$0	\$95.00	\$95.00
Add-on DB/\$100	N/A	\$110		\$100.00

¹ Meal swipes are limited to one meal per each of the 4 meal periods per day, and cannot exceed the fixed number of meals per week on the student's plan. Meal Exchange may be used at any non-national brand unit on campus, with a limit of one meal plan per meal, and 4 per day for use of meal exchanges. The number of meal exchanges cannot exceed the fixed number of meals per week on the student's plan. Cash Equivalency will not be available during the 2016-2017 Operating Year.

² Any missed meals during the week are forfeited, and there is no credit or refund for missed meals.

³ Aramark will implement the proposed meal plans as depicted or a mutually agreed-upon alternative meal plan structure in 2016-2017.

At the beginning of each semester, the University shall furnish Supplier with a list of all persons entitled to meals at Board Plan rates and shall advise Supplier weekly of any changes in the list. Supplier will adjust the balance on the 90% deposit to reflect the actual meal plan usage based on the number of persons listed each Monday morning before breakfast. At the end of the semester, Supplier will balance meal plans and charge for the difference. No allowance will be made for meals or days which contract patrons miss, and partial days will be considered full days for billing purposes. Supplier shall abide by the University's policy regarding Board Plan refunds, and no refunds shall be provided after the University's add/drop period unless approved by the University.

The University agrees that all students residing on campus, with the exception of students living in the Exchange Street Apartments, will participate in one of the Board Plans above.

During the 2015-2016 operating year, the University shall require all freshmen residing on campus to purchase one of the following meal plans: Unlimited Access, Weekly 19, Weekly 15, or Weekly 12, and Upperclass students not living in the Townhouses or Exchange Street Apartments to purchase one of the following plans: Unlimited Access, Weekly 19, Weekly 15, or Weekly 12 or the following flex plans: Gold Plan or Blue Plan.

During the 2016-2017 Operating Year, the University shall require all students residing on campus, with the exception of students living in the Exchange Street Apartments, to purchase one of the Gold, Blue, or White Block Meal Plans.

The University and Supplier shall mutually agree to any changes to the mandatory requirements of the Board Plans set forth above and shall memorialize such changes in an amendment to this Agreement.

The Board Plan rates are based on 238 billing days (i.e. service days) during the academic year. The 238 billing days shall include 9 days in August for Roo Week and new student arrival, 5 days in March to accommodate orientation over Spring Break, and 2 days in May for food service during Graduation Weekend.

The parties agree that commencing upon July 1, 2017, and annually on or before each successive July 15th thereafter, the University and Supplier shall mutually agree upon increases to Board Plan rates set forth above.

Meals and Declining Balance Dining Dollars shall be attached to the ZIP Card, as more fully described in Schedule E. Declining Balance Dining Dollars attached to the all plans will carry forward from fall semester to the spring semester, but will not carry forward from the spring semester to the fall semester. The University shall retain any unused Declining Balance Dining Dollars at the end of the 2015-2016 academic year, and Supplier shall retain any unused Declining Balance Dining Dollars at the end of the 2016-2017 academic year. During the 2015-2016 operating year, students may utilize Declining Balance Dining Dollars at any on-campus dining location, convenience store, and at off-campus dining locations where the ZIP Card is accepted. Effective on August 1, 2016, students may utilize Declining Balance Dining Dollars at any on-campus dining locations and convenience stores only.

B. Casual Meals: For the 2015-2016 operating year, Supplier shall provide casual meals to University's students, faculty, staff and guests at the following rates:

Breakfast:	\$6.75
Lunch:	\$8.75
Dinner:	\$10.50
Late Night:	\$6.75

The parties shall mutually agree to any increase the casual meal rates on an annual basis.

C. Cash Operations: Supplier shall retain all cash receipts. Supplier shall submit an invoice to the University weekly for all catering charges.

D. Catering: Supplier shall provide exclusive catering services at the Quaker Square Ballroom, Student Union Ballroom, and InfoCision Stadium floors 5-6, and non-exclusive catering services on University's other premises at prices to be mutually agreed upon and shall have the right of first refusal to provide catering services when using the University's facilities to cook and serve food.

E. University Revenue Payments

E.1. 2015-2016 Operating Year University Revenue Payment: During the first year of the Agreement, the 2015-2016 Operating Year, Supplier shall pay to the University a payment of One Million, Six Hundred Fifty Thousand Dollars (\$1,650,000) ("2015-2016 University Revenue Payment"). The 2015-2016 University Revenue Payment shall be remitted to the University on an Accounting Period basis in an amount equivalent to one-twelfth (1/12) of the applicable amount in accordance with the payment terms described in Section 5.4, above.

E.2. Annual University Revenue Payment: Commencing in the 2016-2017 Operating Year, each year Supplier shall pay to the University the following amounts, based upon the Net Receipts from the Campus Food Services Program, not including concession operations at the University's athletics venues ("University Revenue Payment"):

Revenue Increment From	Revenue Increment To	Annual University Revenue Payment
\$0	\$21,000,000	\$2,900,000
\$21,001,000	\$23,000,000	8.0%
\$23,001,000	\$25,000,000	9.0%
\$25,001,000	\$27,000,000	12.0%
\$27,001,000	\$29,000,000	15%
\$29,001,000	\$31,000,000	18.0%
\$31,001,000	And above	21.0%

E.3. Guaranteed Minimum Annual University Revenue Payment: Commencing in the 2016-2017 Operating Year, Supplier guarantees that the University shall receive the greater of the actual amount as calculated using the scale in Section E.2 or the following minimum Annual University Revenue Payments (each, a “Guaranteed Minimum University Revenue Payment Amount”) during each of the following contract years. Each of the following Guaranteed Minimum University Revenue Payment Amounts shall be remitted to the University on an Accounting Period basis in an amount equivalent to one-twelfth (1/12th) of the applicable Guaranteed Minimum University Revenue Payment Amount set forth below in accordance with the payment terms described in Section 4.4, above. In the event that the aggregate annual payments owed to the University pursuant to the terms of Section E.2, above, with respect to any particular Operating Year, exceed the annual Guaranteed Minimum University Revenue Payment Amount set forth below opposite such operating year, then Supplier shall, within thirty (30) days following the end of such operating year, pay to the University an amount equivalent to the difference of (i) the amount of actual aggregate annual University Revenue Payment owed to the University for such Operating Year minus (ii) the amount of the Guaranteed Minimum Annual University Revenue for such Operating Year pursuant to this Section E.3 of this Agreement.

Operating Year	Guaranteed Minimum Annual University Revenue Payment
2015-2016	\$1,650,000
2016-2017	\$2,921,517
2017-2018	\$2,999,879
2018-2019	\$3,084,277
2019-2020	\$3,176,946
2020-2021	\$3,262,650
2021-2022	\$3,359,020
2022-2023	\$3,460,936
2023-2024	\$3,575,283
2024-2025	\$3,697,053

In determining the above Guaranteed Minimum University Revenue Payment Amounts, Supplier has relied on certain representations by the University. The foregoing Guaranteed Minimum University Revenue Payment Amounts are

subject to the fulfillment of the following conditions precedent. In the event that any such conditions are not met, then Supplier shall have the right to adjust the applicable Guaranteed Minimum University Revenue Payment Amounts in order to reflect changes in its financial model due to the failure to fulfil the conditions precedent:

1. For each Operating Year commencing with the 2015-2016 Operating Year, a) total mandatory meal plans sold for the Fall and Spring Semester shall average at least 2,376, which represents 95% of the Average Residential Meal Plans sold for the FY14-15 as stated by Attachment 6 of the University's RFP 2015-4-1949-AWR for Fall and Spring Semesters and b) full-time undergraduate on campus enrollment is a minimum of 14,736, which represents 95% of the University's Fall 2014 full-time undergraduate counts.
2. In the 2016-2017 Operating Year, the University will implement the meal plans detailed in this Schedule A as described above and at the associated pricing.
3. For each Operating Year commencing with the 2016-2017 Operating Year, Dining Dollars sold with the Meal Plans can only be utilized at Aramark operated dining and convenience store locations on campus.
4. Construction will be completed on the Facilities Renovation projects identified and at the dates specified in Schedule D.
5. Consistent with the obligation of good faith and fair dealing, the University will not unreasonably cause dining construction or renovation concepts, which have been both proposed by Supplier with definite timelines and communicated to Client as of the effective date of this Agreement, to not occur. Client shall provide reasonable assistance, as reasonably requested by Supplier, in ensuring that such projects are completed in a timely manner.

F. Facilities Support Fund: Supplier shall provide the University with an annual Facilities Support Fund which shall be used by Supplier to reimburse the University for the cost of renovating and refreshing dining and food preparation venues on campus in amount up to Two Hundred Seventy-Nine Thousand Seven Hundred Dollars (\$279,700) ("Facilities Support Fund"), which shall be increased no more than Three Percent (3%) annually. Unused amounts remaining the Facilities Support Fund at the end of any Operating Year shall be available for use in future Operating Years.

G. Utilities Fund: Supplier shall provide the University with an annual Utilities Fund which shall be used by Supplier to reimburse the University for the cost of utilities utilized in the Campus Food Service Program in amount up to Three Hundred Twenty-Two Thousand Dollars (\$322,000) ("Utilities Fund"), which shall be increased no more than Three Percent (3%) annually. Unused amounts remaining the Utilities Fund at the end of any Operating Year shall be available for use in future Operating Years.

H. Card Access and POS Support Fund: Supplier shall provide the University with an annual Card Access and POS Support Fund which shall be used by Supplier to reimburse the University for the cost of card access system and POS maintenance and replacement in amount up to One Hundred Seventy Six Thousand Dollars (\$176,000) in the 2015-2016 Operating year, and One Hundred Eighty-One Thousand Dollars (\$181,000) in the 2016-2017 Operating Year ("Card Access and POS Support Fund"), and which shall not be increased after the 2016-2017 Operating Year. Unused amounts remaining the Card Access and POS Support Fund at the end of any Operating Year shall be available for use in future Operating Years. The cost of

maintenance or repairs that cannot be performed by the University's IT maintenance services shall be paid out of the Card Access and POS Support Fund. The University shall be responsible for the cost of maintenance, repairs, or replacement in excess of the Card Access and POS Support Fund.

I. Certain Limitations on Compensation Paid to Supplier: At the end of each Operating Year, representatives of Supplier and University shall meet as soon as reasonably possible to review and reconcile the compensation paid to Supplier for such Operating Year under this Agreement.

In the event that the amounts paid to or retained by Supplier pursuant to this Agreement (in the aggregate, "Actual Operating Year Retainage") are less than the Annual Fixed Fee (as hereinafter defined), then The University shall remit to Supplier an amount equivalent to the difference of (i) the Annual Fixed Fee minus (ii) Actual Operating Year Retainage. The term "Annual Fixed Fee" shall mean the amount of Eighteen Million Dollars (\$18,000,000) per Operating Year, less the Guaranteed Minimum Annual University Revenue Payment and the annual amortization of the capital investments and unrestricted grant, which amount shall be considered to be a periodic fixed fee payable to Supplier for purposes of IRS Revenue Procedure 97-13. The parties shall revise the amount of the Annual Fixed Fee prior to the commencement of each Operating Year subsequent to the 2016-2017 Operating Year, which revised Annual Fixed Fee shall be set forth in a written supplement to this Agreement. At such time as the Annual Fixed Fee is determined, such determination shall be deemed to terminate and then reinstate the Agreement for purposes of IRS Revenue Procedure 97-13.

In the event that Actual Operating Year Retainage is greater than One Hundred Ninety-Nine and Nine-Tenths Percent (199.9%) of the Annual Fixed Fee (the "Upper Threshold Amount"), then Supplier shall remit to University the difference of (i) Actual Operating Year Retainage minus (ii) the Upper Threshold Amount. For purposes of this Paragraph and this Agreement, the amount by which the Upper Threshold Amount exceeds the Annual Fixed Fee, if any, shall be considered variable compensation payable to Supplier for purposes of IRS Revenue Procedure 97-13 and shall not exceed Fifty Percent (50%) of the total compensation payable to Supplier in the applicable Operating Year. For purposes of clarification, the following examples illustrate the intended distribution of funds:

Example 1: If the Actual Operating Year Retainage is less than the Annual Fixed Fee, then University shall owe Supplier the difference between the Actual Operating Year Retainage and the Annual Fixed Fee.

Example 2: If the Actual Operating Year Retainage is more than the Annual Fixed Fee, but less than 199.9% of the Annual Fixed Fee, then neither party shall owe anything to the other.

Example 3: If the Actual Operating Year Retainage is more than 124.9% of the Annual Fixed Fee, then Supplier shall owe the University the amount by which the Actual Operating Year Retainage exceeds 199.9% of the Annual Fixed Fee.

The parties agree that it is their intention that this Agreement shall comply with the applicable provisions of IRS Revenue Procedure 97-13.

SCHEDULE B – Insurance Requirements

Supplier shall provide workers' compensation insurance as required by Ohio law. In addition, Supplier shall carry: (1) Employer's Liability with minimum limits of at least \$500,000 per occurrence; (2) comprehensive general liability insurance, including products, contractual, and broad form vendors' coverage, with minimum limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, if any aggregate limit applies; and (3) Business Automobile Liability coverage with combined single limit of one million dollars (\$1,000,000) for bodily injury liability and property damage for each accident. Supplier shall furnish to the University, upon request, a certificate of insurance indicating that such coverage is in effect and shall name the University as an additional insured. Any insurance coverage that Supplier provides for the University and their respective directors, officers and employees shall only cover liability assumed by Supplier in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the University and their respective directors, officers and employees.

SCHEDULE C – NOTICES

Schedule K provides address information and contact details for the serving of formal notices in writing to either the Supplier or the University under the terms of this Agreement.

Written notices should be sent in the manner set forth in Section 15.1 of this Agreement:

To University:

- 1) The University of Akron
302 E. Buchtel Avenue
Akron, OH 44325
ATTN: Nathan Mortimer
Vice President for Finance and Administration, CFO
- 2) The University of Akron
302 E. Buchtel Avenue
Akron, OH 44325
ATTN: Ted Mallo
Vice President, General Counsel

To Supplier:

- 1) ARAMARK Educational Services, LLC
Attn: President – Higher Education Division
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107

SCHEDULE D – Supplier’s Financial Commitment and Unrestricted Grant

Financial Commitment:

In consideration of the University’s agreement to award a new Agreement to Supplier for a term, including a potential renewal, of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Supplier shall make a financial commitment to the University in an amount up to Seven Million Two Hundred Twenty-Eight Thousand Six Hundred Twenty-Five Dollars (\$7,228,625) (the “Financial Commitment”) for food service facility renovations and for the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the dining services program on the University’s premises.

The Financial Commitment shall be made in various segments (each, a “Financial Commitment Installment”), up to the amounts as set forth in the following anticipated schedule (although the parties may mutually agree to allocate funding differently among the Facilities Renovation projects):

<i>Financial Commitment Installment</i>	<i>Facilities Renovation Project</i>	<i>Concept</i>	<i>Estimated Completion Date</i>
\$250,000	Robertson Hall	Rob’s Café	September 1, 2015
\$69,937.50	Robertson Hall	P.O.D. Market at Robertson Hall	January 1, 2016
\$699,375	Student Union	Panda Express	January 1, 2016
\$699,375	Student Union	Chick-fil-A	January 1, 2016
\$50,000	Student Union	Starbucks Refresh	January 1, 2016
\$46,625	Student Union	P.O.D. Market & Freshens	January 1, 2016
\$326,375	Student Union	Qdoba	January 1, 2016
\$466,250	Polsky Building	Chick-fil-A	January 1, 2016
\$230,000	Polsky Building	Starbucks Refresh	January 1, 2016
\$93,250	Polsky Building	P.O.D. Express	January 1, 2016
\$792,625	Exchange Street	Steak and Shake	January 1, 2016
\$159,875	Exchange Street	Starbucks Refresh	January 1, 2016
\$69,937.50	Exchange Street	P.O.D. Market at Exchange Street	January 1, 2016
\$600,000	West Academic	Au Bon Pain	January 1, 2016
\$4,553,625	Year 1 Total		
\$1,000,000	Robertson Hall	Rob’s Café	August 1, 2016
\$300,000	Student Union	Einstein’s	August 1, 2016
\$250,000	Student Union	Union Market	August 1, 2016
\$800,000	Bierce Library	Starbucks – New Location	August 1, 2016

\$200,000	Quaker Square	Trackside On Demand	August 1, 2016
\$125,000	Quaker Square	P.O.D. Market at Quaker Square	August 1, 2016
\$2,675,000	Year 2 Total		

Any equipment purchased by Supplier on University's behalf will be purchased as a "sale-for-resale" to the University and will be specified in writing prior to the expenditure. University will hold title to all such equipment (with the exception of those items not purchased with Supplier's Financial Commitment and that bear the name of Supplier, its logo, or any of its logo, service marks or trademarks, or any logo, service marks or trademarks of a third party) upon resale. University acknowledges that it is a tax-exempt entity and will provide Supplier with a copy of the appropriate tax-exempt certificate.

Each Financial Commitment Installment shall be considered a direct cost which is not subject to any additional fees, and will be included as a cost item in the profit and loss statement of Supplier in equal amounts for a period equivalent to the number of full months remaining until July 31, 2025, beginning upon complete expenditure of each Financial Commitment Installment.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of any Financial Commitment Installment, the University shall reimburse Supplier for the unamortized balance of all outstanding Financial Commitment Installments as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue, with respect to any particular Financial Commitment Installment, from the date such Financial Commitment Installment was finalized at the lesser of 12% per annum or the maximum rate permitted by law, computed each Accounting Period on the declining balance. In the event such amounts owing to Supplier are not paid to Supplier within 30 days of expiration or termination, the University agrees to pay interest on such amounts at the lesser of 12% per annum or the maximum rate permitted by law, compounded monthly from the date of expiration or termination, until the date paid. The right of Supplier to charge interest for late payment shall not be construed as a waiver of Supplier's right to receive payment of invoices within 30 days of the invoice date.

Unrestricted Grant:

In consideration of the University's agreement to award a new Agreement to Supplier for a term, including potential renewals, of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Supplier shall make an unrestricted grant to the University in an amount up to Six Million Seven Hundred Forty-Six Thousand Three Hundred Seventy-Five Dollars (\$6,746,375) (the "Unrestricted Grant") the University's use in furthering its educational mission.

The Unrestricted Grant shall be made in various segments (each, an "Unrestricted Grant Installment"), up to the amounts as set forth in the following anticipated schedule:

<i>Operating Year</i>	<i>Period of Operation</i>	<i>Amount of Unrestricted Grant Installment</i>	<i>Number of Months Included As a Proportionate Cost Item</i>
Year 1	July 1, 2015 – June 30, 2016	\$4,000,000	117
Year1	July 1, 2015 – June 30, 2016	\$246,375	117
Year 2	July 1, 2016 – June 30, 2017	\$1,000,000	105
Year 5	July 1, 2019 – June 30, 2020	\$125,000	12
Year 6	July 1, 2020 – June 30, 2021	\$175,000	12
Year 7	July 1, 2021 – June 30, 2022	\$225,000	12
Year 8	July 1, 2022 – June 30, 2023	\$275,000	12
Year 9	July 1, 2023 – June 30, 2024	\$325,000	12
Year 10	July 1, 2024 – June 30, 2025	\$375,000	12

Each Unrestricted Grant Installment shall be paid on or before October 15th of each relevant Operating Year, except the Year 1 \$4,000,000 and \$246,375 Unrestricted Grant Installment, which shall be paid on or after October 1, 2015. Each Unrestricted Grant Installment shall be considered a direct cost which is not subject to any additional fees, and will be included as a cost item the profit and loss statement of Supplier in equal amounts for a period equivalent to the number of full months as identified above, beginning upon complete expenditure of each Unrestricted Grant Installment.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of any Unrestricted Grant Installment, Supplier shall not make any subsequent Unrestricted Grant Installment, and the University shall reimburse Supplier for the unamortized balance of all outstanding Unrestricted Grant Installments as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue, with respect to any particular Unrestricted Grant Installment, from the date such Financial Commitment Installment was finalized at the lesser of 12% per annum or the maximum rate permitted by law, computed each Accounting Period on the declining balance. In the event such amounts owing to Supplier are not paid to Supplier within 30 days of expiration or termination, the University agrees to pay interest on such amounts at the lesser of 12% per annum or the maximum rate permitted by law, compounded monthly from the date of expiration or termination, until the date paid. The right of Supplier to charge interest for late payment shall not be construed as a waiver of Supplier's right to receive payment of invoices within 30 days of the invoice date

SCHEDULE E – POS and ZIP Card System

ZIP Card System

Supplier acknowledges that the University of Akron identification card, known as the "ZIP Card" is used by the University to identify students, faculty and staff as members of the University community. Meals and Declining Balance Dining Dollars shall be attached to the ZIP Card. All Food Service Operations operated by Supplier shall accept the ZIP Card as a means to record usage and payment. The University covenants and agrees to provide Contractor on request with reports on usage. Contractor covenants and agrees that it shall also accept cash, meal plan, dining dollars, credit card and debit card transactions in all of its facilities.

Off-Campus Use

The University shall operate and manage the ZIP Card program for all off-campus vendors of food product and services at locations outside of the University's campuses.

Guests

Supplier covenants and agrees to permit Dining Dollar holders to purchase meals or food with such card for the holder thereof and, with respect to Dining Dollars for others who may accompany such holder.

Usage

Supplier covenants and agrees that it shall use all point of sale equipment and ZIP Card equipment supplied by the University at current locations. Supplier may, at its expense install point of sale ZIP Card equipment at other locations

Audits

Supplier and the University covenant and agree that the both parties shall have the right to audit all campus dining venue food sales accounts that utilize the ZIP Card.

Reconciliation

All Supplier dining locations sales shall be reconciled on a weekly basis with the ZIP Card center totals.

Identification

All Supplier employees who need authorization to access the ZIP Card equipment shall be provided with an access card by the University. All employees of Supplier shall at all times carry a University Supplier identification card or badge in the form prescribed by the University to identify them as employees of Supplier. All such I.D.'s shall be paid for by Supplier or Supplier's employees.

Maintenance

All ZIP Card equipment used by Supplier shall be properly maintained and kept clean by Supplier. Repair or replacement of equipment due to failure to properly maintain the equipment will be charged to Supplier as part of the Annual Card Access and POS Support Costs.

Relocation of Equipment

Supplier covenants and agrees that it shall not move any ZIP Card equipment without prior written notice and approval of the Supplier Card Center coordinator.

Any costs of relocation shall be borne by Supplier. Supplier acknowledges and agrees that an employee of the I.D. Center must escort/oversee any such moves. The ZIP Card Center coordinator shall determine if any of Supplier's staff requires training on the use of equipment and procedures.

SCHEDULE F – SERVICE AVAILABILITY

Schedule F provides a detailed list of the times and periods when the Standard and Non-standard Services will be available to the University under the terms of this Agreement.

Robertson Dining Hall		
Rob's Café	Monday – Thursday	7:00 am – 1:00 am
	Friday	7:00 am – 9:00 pm
	Saturday	9:00 am – 7:00 pm
	Sunday	9:00 am – 1:00 am
Zee's – Convenience Store	Monday – Thursday	7:00 am – 11:00 pm
	Friday	7:00 am – 9:00 pm
	Saturday	11:00 am – 9:00 pm
	Sunday	11:00 am – 10:00 pm
Student Union		
Starbucks	Monday – Thursday	7:00 am – 10:00 pm
	Friday	7:00 am – 8:00 pm
	Saturday	8:00 am – 5:00 pm
	Sunday	12:00 pm – 5:00 pm
Auntie Anne's	Monday – Friday	10:00 am – 6:00 pm
	Saturday	10:00 am – 4:00 pm
Zee's Natural/Freshen's	Monday – Saturday	8:00 am – 9:00 pm
	Sunday	12:00 pm – 9:00 pm
Union Market	Monday – Thursday	8:00 am – 6:30 pm
	Friday	8:00 am – 4:30 pm
	Saturday	11:00 am – 2:00 pm
Quaker Square		
Trackside Grille	Monday – Friday	11:00 am – 9:00 pm
	Saturday	12:00 pm – 4:00 pm
	Sunday	3:00 pm – 8:00 pm
Zee's – Convenience Store	Monday – Thursday	8:00 am – 10:00 pm
	Friday	8:00 am – 9:00 pm
	Saturday	12:00 pm – 9:00 pm
	Sunday	12:00 pm – 10:00 pm
Exchange Street Residence Hall		
Starbucks	Monday – Thursday	7:00 am – 6:00 pm
	Friday	7:00 am – 5:00 pm
	Saturday	9:00 am – 3:00 pm
Zee's – Convenience Store	Monday – Thursday	8:00 am – 11:00 pm
	Friday	8:00 am – 9:00 pm
	Saturday	10:00 am – 9:00 pm
	Sunday	10:00 am – 11:00 pm
Elsewhere on campus		
Einstein Bros. Bagels – Bierce Library	Monday – Thursday	8:00 am – 6:00 pm
	Friday	8:00 am – 4:00 pm
Einstein's Kiosk – CBA Concourse	Monday – Thursday	8:30 am – 8:00 pm
	Friday	8:30 am – 3:00 pm
Climbing Rock Café – Student Rec	Monday – Thursday	9:00 am – 9:00 pm

	Center	Friday	9:00 am – 6:30 pm
	Starbucks – Polsky Building	Monday – Thursday	7:00 am – 8:00 pm
		Friday	7:00 am – 5:00 pm

These hours and days of service may be reduced during University breaks and holidays as agreed upon annual by the University and Supplier no later than two months prior to the start of the fall semester.

SCHEDULE G – PLACE OF DELIVERY

Schedule G provides the location or locations where the Standard and Non-standard Services will be delivered to the Client under the terms of the Agreement.

STANDARD SERVICES

- Exclusive residential and retail dining services, including alcoholic and non-alcoholic beverages shall be delivered across the University's premises, and in particular as described in Schedule F above.
- Exclusive catering services shall be delivered at the Quaker Square Ballroom, Student Union Ballroom, and InfoCision Stadium floors 5-6, and alcohol sales only on InfoCision Stadium floor 7
- Non-exclusive catering shall be delivered in all other University venues.

NON-STANDARD SERVICES Athletics concessions shall be addressed by amendment at a time to be mutually agreed upon by the parties.

SCHEDULE H – CHANGE CONTROL PROCEDURES

Schedule H provides information on the change control procedures to be followed if and when it is necessary to consider changes to Standard or Non-standard Services provided under the Agreement or to the Agreement itself.

1. Informal Changes. Informal operational changes, such as adjusting service hours for special events, holidays and University breaks, may be made by authorized representatives of the parties without need for form amendment to this Agreement
2. Operations and Service Changes. Either party may propose changes to the scope, nature or time schedule of the Services being performed under this Service Level Agreement. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services. Permanent changes in service hours, locations, and other "ordinary course of business" operational agreements, shall be instigated by written notice recommending the change and supported by the rationale for the change. Such notice may be given electronically or through other method that provides effective delivery. A meeting to discuss the proposed revisions will be scheduled by the parties and held within ten (10) business days from the effective date of delivery, or such other time as agreed by the parties. If the requested change is not agreed to by the non-proposing party, the parties will work in good faith to develop a mutually satisfactory change to the Agreement. Changes will become effective upon the execution of a written amendment to this Agreement by duly authorized representatives of the parties.
3. Pricing Changes.
 - a. Pricing will be reviewed annually and adjustments will be recommended by the Supplier and/or University and mutually agreed upon to meet the parties' current financial objectives. If Supplier sustains increases in its costs, including but not limited to increases in its product or labor costs, Supplier, with written notification and documentation to the University, may increase its prices to recover such increased costs¹. Supplier shall have the right to implement such price increases upon approval by the University, but in no event later than 30 days following Supplier's notification to the University.

Notwithstanding the foregoing, to the extent that an increase in Supplier's costs are related to the provision of food service to residence hall students pursuant to board plans, University facility rental fees, or other such fees requiring University Board of Trustees approval, all such increases first must be approved by the University's Board of Trustees. Therefore, price increases for board plans for residence hall students may not be implemented until the next following academic term.

¹ Invoices, payroll records, external Benchmarks and the Food Away from Home sub-index of the Consumer Price Index published by the U.S. Department of Labor and Bureau of Labor Statistics ("CPI-U") must support any proposed price increase.

- b. Supplier shall have the right to increase its pricing on nationally-branded or franchised items if required to do so by the applicable franchisor. In such cases, Supplier shall provide University with written notice and reasonable supporting documentation as far in advance of the effective date of such increase as reasonably possible.
 - c. Supplier may adjust retail pricing (i.e. pricing of items for resale in convenience stores) throughout the operating year in response to national brand pricing changes.
 - d. Changes will become effective upon the execution of a written amendment to this Agreement by duly authorized representatives of the parties.
4. Emergency Changes. Emergency changes that affect the health and/or safety of the University or Supplier, and their respective employees, students or others shall be implemented immediately and effective notice given of the change. This change shall remain in effect and shall be memorialized consistent with Section 2 of this Schedule.

SCHEDULE I CONTINUOUS IMPROVEMENT PROGRAM

Schedule I provides detailed information on the monitoring of Standard and Nonstandard Services delivered to the University and the metrics and other means to be applied to each Service component to measure the performance of the Services delivered under the terms of this Agreement. The details and function of these programs will be mutually agreed upon by the Supplier and the University, and shall include biannual meetings in January and June to review the Services delivered during the previous semester. The Continuous Improvement Program is expected to include but not be limited to the program elements listed below:

Quality Assurance/Sanitation

- In addition to regular inspections by the Summit County Health Department, it is expected that the Supplier will conduct training and regular reviews of sanitation. The University will also retain the right to conduct independent sanitation reviews.
- Twice per year, all Standard and Non-Standard Services will be reviewed using the approved form.
- The University will also conduct random inspections of Standard and Non-Standard Services throughout the term of this contract and the results will be shared with the Supplier.
- Supplier shall conduct yearly safety and sanitation audits by a third-party company specializing in such audits, such as EcoSure.
- The expectation is that each facility's score will remain at or above a minimum score of 85%.

Customer Satisfaction Surveys

- For year 1 of the Agreement, each semester Supplier will conduct surveys regarding food quality and taste/value, speed of service, cleanliness of dining areas, friendliness of employees, and overall satisfaction. Results of such surveys will be shared with the University and benchmarked against the national fall and spring semester averages.
- Each year Supplier will conduct a survey via the CaterTrax program regarding catering quality and taste, value, and overall satisfaction. Results of such surveys will be shared with the University and benchmarked against the national year averages.
- In year 2 of the Agreement, and each year thereafter, Supplier shall provide an online client satisfaction survey tailored to understanding the University's perceptions and assessments of the dining program. Aramark will share the results of the survey with the University, and beginning in year 3 of the Agreement, such surveys will be benchmarked against the previous year's number of participants and scores.

Pursuant to Section I of this Agreement, reports will be developed and utilized that measure a variety of service levels to determine defective or inadequate performance and when performance is superior or exceeds expectations. Reports to be used may utilize data to establish benchmarks from but will not be limited to:

- Health department inspection reports
- Customer satisfaction surveys
- Customer complaints and resolution
- Review of meal plan participation (targets compared to actual)

- Financial commitment status reports
- Posted operating hours to actual hours
- Marketing plans and outcomes
- Displayed menu item availability
- Unannounced menu changes
- Food items delivered in proper containers
- Notice of product recalls and removal of items recalled from storage
- Refrigerator temperatures

SCHEDULE J – PROBLEM ESCALATION

Schedule J provides information of the Problem Escalation procedure to be applied to Standard and Non-Standard Services deliverable under the terms of this Agreement.

- Problems identified at a specific venue shall be communicated to the Supplier's responsible person at that venue.
- Problems not resolved at a specific venue shall be brought to the attention of the Supplier's Key Personnel on-site.
- Problems not resolved by the Supplier's Key Personnel on-site shall be brought to the attention of the Supplier's corporate representative.
- Problems not resolved by the Supplier's corporate representative shall be handled in accordance with the other provisions of this Agreement
- To the extent problems involve the University, the same process outlined above shall be followed by the Supplier substituting the University counterparts in place of the Supplier's personnel.

SCHEDULE K – FERPA ADDENDUM

This Addendum (Addendum) amends and is hereby incorporated into the Service Agreement (Agreement), entered into between Aramark Educational Services, LLC (Service Provider) and The University of Akron (Akron). Akron and Service Provider mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) dealing with the confidentiality of student education records. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

1. Definitions:

a. *Education Records* include records that are:

- i. directly related to a student; and
- ii. maintained by an educational agency or institution or by a party acting for the agency or institution. Educational Records includes both paper and electronic records.

b. *Personally Identifiable Information* includes, but is not limited to the following:

- i. student's name;
- ii. name of the student's parent or other family member;
- iii. address of the student or student's family;
- iv. a personal identifier, such as the student's social security number, student number or biometric record; and
- v. a list of personal characteristics that would make the student's identity easily traceable.

c. *Records* means any information recorded in any way, including but not limited to: handwriting, print, computer media, video or audio tape, film, microfilm and microfiche.

2. Acknowledgment of Access to Education Records: Service Provider acknowledges that the Agreement allows the Service Provider access to Educational Records and other Personally Identifiable Information related to students at Akron.

3. Prohibition on Unauthorized Use or Disclosure of Education Records or other Personally Identifiable Information: Service Provider agrees to hold Education Records and Personally Identifiable Information in strict confidence. Service Provider shall not use or disclose Education Records or Personally Identifiable Information received from or on behalf of Akron except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by Akron.

4. Safeguard Standard: Service Provider agrees that it will protect the Education Records and Personally Identifiable Information it receives from or on behalf of Akron according to commercially acceptable standards and in accordance with the requirements of FERPA.

5. Return or Destruction of Education Records and Personally Identifiable Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall:

Return to Akron, or if Akron directs Service Provider otherwise, destroy all Education Records and Personally Identifiable Information in whatever form or medium that Service Provider received from or created on behalf of Akron. This provision also shall apply to all Education Records and Personally Identifiable Information that is in the possession of subcontractors or agents of Service Provider. In such case, Service Provider shall retain no copies of such information, including any compilations derived from and allowing identification of Education Records and Personally Identifiable Information. Service Provider shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Service Provider shall certify in writing to Akron that such return or destruction has been completed.

6. Term and Termination:

a. This Addendum shall take effect upon execution of the Agreement.

b. In addition to the rights of the parties established by the underlying Agreement, if Akron reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Addendum, Akron, in its sole discretion, shall have the right to:

- i. exercise any of its rights to reports, access and inspection under this Addendum;
- ii. require Service Provider to submit to a plan of monitoring and reporting, as Akron may determine necessary to maintain compliance with this Addendum;
- iii. provide Service Provider with a fifteen (15) day period to cure the breach; and/or,
- iv. terminate the Agreement immediately if Service Provider has breached a material term of this Addendum and cure is not possible.

c. Before exercising any of these options, Akron shall provide written notice to Service Provider describing the violation and the action it intends to take.

7. Subcontractors and Agents: If Service Provider provides to a subcontractor or agent any Education Records and Personally Identifiable Information which was received from or created for Akron, Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Addendum.

8. Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Education Records and Personally Identifiable Information received from, or on behalf of Akron.

9. Reporting of Unauthorized Disclosures or Misuse of Education Records and Personally Identifiable Information: Service Provider shall report to Akron any use or disclosure of Education Records and Personally Identifiable Information not authorized by this Addendum or in writing by Akron. Service Provider shall

make the report to Akron not less than one (1) business day after Service Provider learns of such use or disclosure. Service Provider's report shall identify:

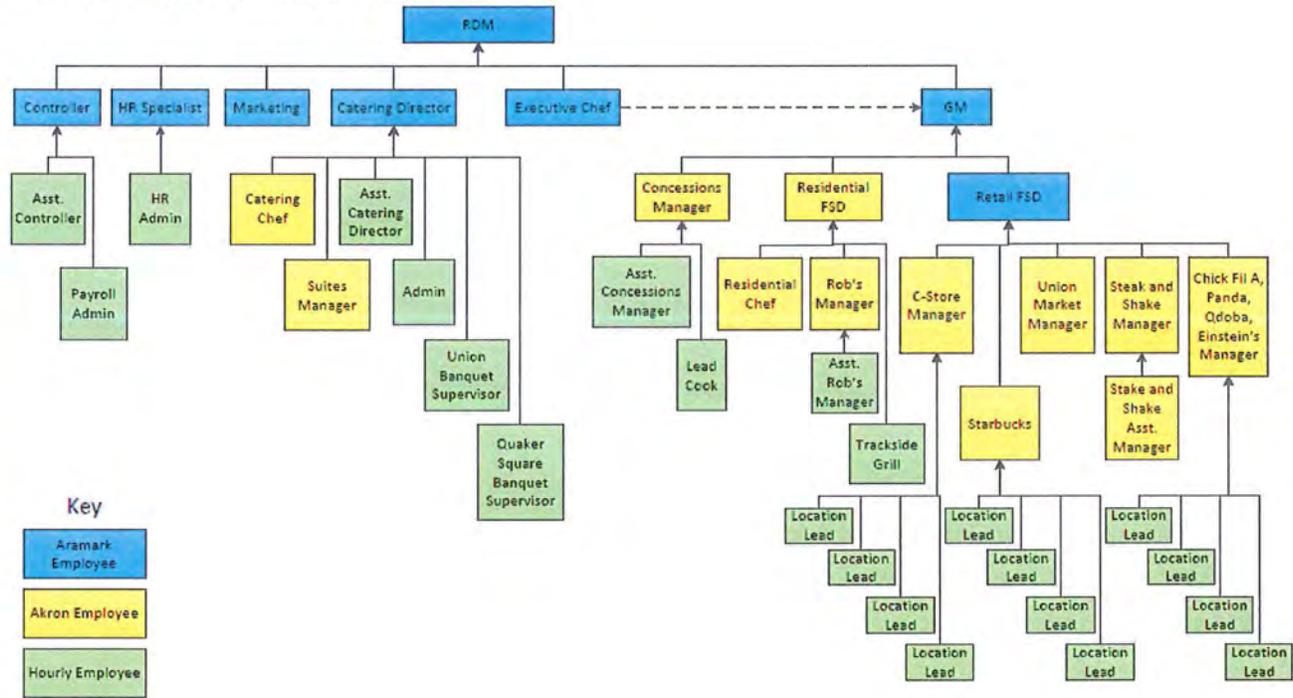
- a. the nature of the unauthorized use or disclosure;
- b. the Education Records and Personally Identifiable Information used or disclosed;
- c. who made the unauthorized use or received the unauthorized disclosure;
- d. what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- e. what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by Akron.

10. Indemnity. Service Provider indemnify and hold harmless Akron from and against any and all claims, liabilities, damages, or judgments arising from a disclosure of student education records, including but not limited to Akron's costs, attorney fees and any expenses associated with the notification and credit protection of individuals whose education records are disclosed as a result of Service Provider's negligent failure to meet any of its obligations under this Addendum.
11. Survival. The respective rights and obligations of Service Provider under Sections 3, 4, 5, 7, 8, 9 and 10 shall survive the termination of this Agreement.

SCHEDULE L – KEY PERSONNEL

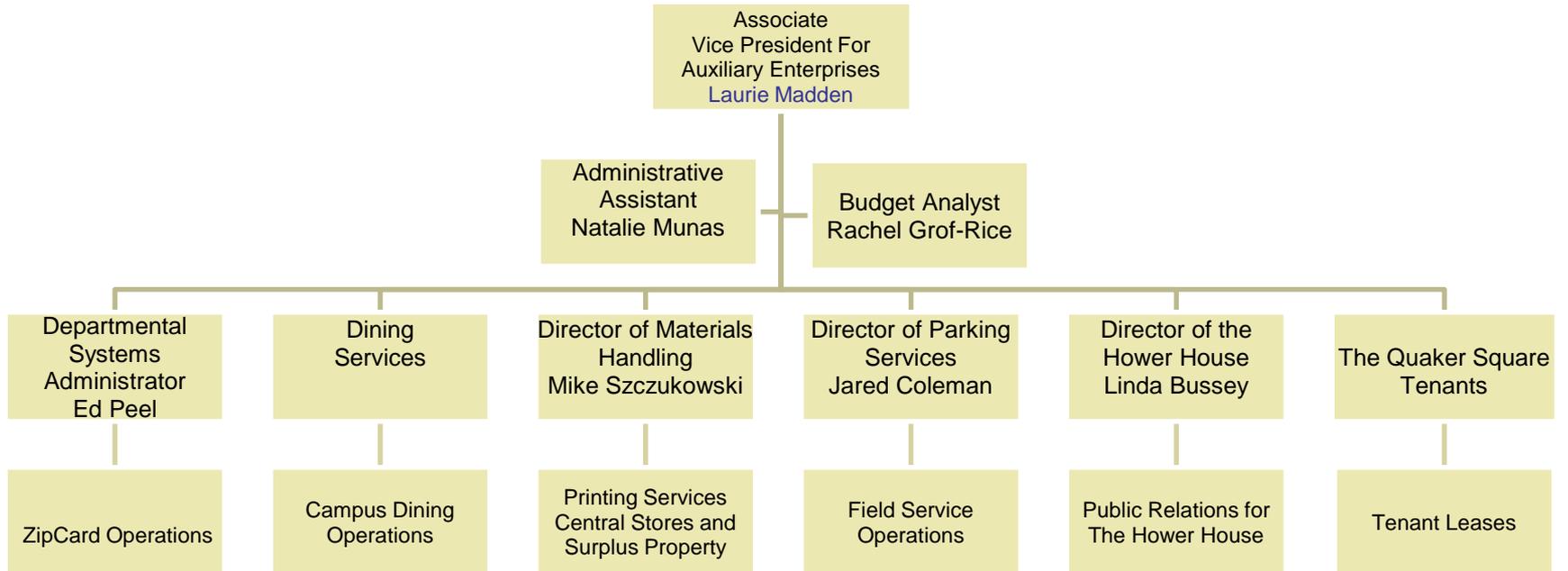
University of Akron Organization Chart



Key

- Aramark Employee
- Akron Employee
- Hourly Employee

2015 AUXILIARY SERVICES ORGANIZATIONAL CHART



2016 AUXILIARY SERVICES ORGANIZATIONAL CHART

