

Youngstown

STATE UNIVERSITY

BOARD OF TRUSTEES INSTITUTIONAL ENGAGEMENT COMMITTEE

Anita Hackstedde, Chair
Capri Cafaro, Vice Chair
All Trustees are Members

Wednesday, December 6, 2017
11:00 a.m. or immediately following
previous meeting

Tod Hall
Board Meeting Room

AGENDA

A. Disposition of Minutes for Meeting Held September 6, 2017

B. Old Business

C. Committee Items

1. Institutional Engagement Action Items

- Tab C.1.a. a. **Resolution to Accept Alumni Engagement and WYSU Memberships**
The Board of Trustees will accept 844 memberships from WYSU totaling \$95,287 through the first quarter of Fiscal Year 2018.
Shannon Tirone, Associate Vice President University Relations will report.
- Tab C.1.b. b. **Resolution to Approve Youngstown State University Development and Service Agreement**
Greg Morgione, Associate General Counsel will report.

2. Institutional Engagement Discussion Items

- Tab C.2.a. a. **Update on Possible Upgrades to the YSU Radio System**
Shawn Varso, Chief YSU Police Department and John Hyden, Executive Director of Facilities will report.
- Tab C.2.b. b. **WYSU's Community Outreach**
Gary Sexton, Director WYSU-FM will report.

3. YSU Foundation

Tab C.3.a. a. Quarterly Gift Report

The YSU Foundation received 521 new gifts and pledges totaling \$1,190,356.55; pledge payments totaling \$460,323.98; and 6 new planned gift commitments totaling \$1,130,000.00 for the first quarter of Fiscal Year 2018. Paul McFadden, President YSU Foundation will report.

D. New Business

E. Adjournment

**RESOLUTION TO ACCEPT ALUMNI ENGAGEMENT AND WYSU
MEMBERSHIPS**

WHEREAS, Board policy provides that the President shall compile a list of memberships to the University for each meeting of the Board of Trustees and present the list accompanied by his recommendation for action by the Board; and

WHEREAS, the President has reported that the memberships as listed in Exhibit attached hereto are being held pending acceptance and he recommends their acceptance;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby accept these memberships on behalf of Youngstown State University and requests that the President acknowledge the acceptance of these memberships.

**UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY
Fiscal Year 2017-2018
July 1, 2017-September 30, 2017**

Memberships Received	Number of Members	Amount
WYSU-FM	844	\$ 95,287
Total University Members	844	\$ 95,287
<i>Note: Difference in Memberships due to Annual Fund Drive being moved from October in FY17 to September in FY18.</i>		

**UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY
Fiscal Year 2016-2017
July 1, 2016-September 30, 2016**

Memberships Received	Number of Members	Amount
WYSU-FM	117	\$ 8,984
Total University Members	117	\$ 8,984

**RESOLUTION APPROVING THE DEVELOPMENT AND
SERVICE AGREEMENT WITH THE YOUNGSTOWN STATE
UNIVERSITY FOUNDATION**

WHEREAS, on December 16, 2014, Youngstown State University (“University”) and the Youngstown State University Foundation (“Foundation”) entered into a Development Service Agreement, which expanded the development services of the Foundation and resulted in the Foundation serving as a primary point of fundraising and solicitation for all funds raised for the support of the University and its students; and

WHEREAS, the University and the Foundation amended the Development Service Agreement to extend the initial term of the agreement through December 31, 2017; and

WHEREAS, the University and the Foundation mutually desire to enter into a new Development and Service Agreement; and

WHEREAS, the University and the Foundation have developed a new Youngstown State University Development and Service Agreement that continues the Foundation’s current provision of development functions and services to the University through June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University hereby approves of the Youngstown State University Development and Service Agreement attached hereto as Exhibit _____, and authorizes the President to sign the Youngstown State University Development and Service Agreement.

Youngstown State University Development and Service Agreement

This Agreement (“Agreement”) is made effective as of _____, 2017 and is made between Youngstown State University, an Ohio urban research institution (the “University”), and the Youngstown State University Foundation, an Ohio nonprofit corporation (the “Foundation”). The University and the Foundation are referred to individually as a “Party” and collectively as the “Parties”.

BACKGROUND INFORMATION

- A. The University is an urban research institution of higher education established and existing under the laws of the State of Ohio and assisted by support of the State of Ohio. Its mission is to emphasize a creative, integrated approach to education, scholarship and service.
- B. The Foundation is an Ohio nonprofit corporation exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code (the “Code”).
- C. On December 16, 2014, the University and the Foundation entered into a Development Function Transfer and Service Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

ARTICLE I **PLEDGE OF COOPERATION**

Section 1.1 **Promotion of Mission.** The Foundation and the University each agree to assist the other Party through consultation, cooperation and engagement on projects that benefit the University.

Section 1.2 **Development Services.** As of the effective date of this Agreement, the University hereby contracts with the Foundation for the Foundation to provide development services, including, but not limited to, solicitation of funds and donor development, donor stewardship, pledge and donation-related recordkeeping and accounting, donor acknowledgements, pledge payment collections and reminders.

Section 1.3 **Acknowledgement Regarding Certain Fundraising Activities.**

- a. The Parties hereby acknowledge and agree that the Penguin Club, WYSU and the Rich Center for Autism will continue to raise, collect and acknowledge their own funds; and in the event the Foundation receives funds designated for any of said organizations, the funds will be promptly transferred to such organization.
- b. The Parties also hereby agree and acknowledge that any individual division, department or college of the University may engage in its own fundraising activities. Any solicitation of

donations, however, should be coordinated appropriately with the Foundation to ensure that donor contributions are directed to the Foundation for proper recording and/or processing.

- c. The Parties also hereby agree and acknowledge that student organizations will continue to have fundraisers and the Foundation will not be involved in those student fundraising functions.

Section 1.4 Independent Parties. The Foundation is a totally independent and autonomous Ohio nonprofit corporation that is exempt from federal income tax under the Code Section 501(c)(3) and shall maintain its independence from the University. The University is a state-assisted institution of higher education established pursuant to Ohio Revised Code Section 3356.01. Nothing in this Agreement, in the implementation of this Agreement, and nothing done in order to comply with this Agreement is intended to abrogate the independent status of either the University or the Foundation, merge the Parties, assume one into the other, or create a partnership or joint venture.

Section 1.5 Oversight Committee. Each of the Parties shall designate not more than three individuals to serve on an "Oversight Committee" to address operational issues between the Parties during the term of this Agreement (including any Renewal Terms). The Oversight Committee shall provide quarterly updates to the University Board of Trustees in accordance with Section 2.2 of this Agreement.

ARTICLE II FOUNDATION OBLIGATIONS

Section 2.1 Fund Raising Services Provided by the Foundation.

- a. The Foundation will take the necessary steps to fulfill the Foundation's obligations pursuant to this Agreement.

As often as is deemed necessary, in consultation with the University, the Foundation may conduct feasibility studies regarding donor interest for various fundraising programs. The Foundation will also provide advice to the University as the University develops its fundraising goals and plans.

- b. The Foundation agrees to service the collection of any of the University's outstanding pledges currently existing as of the effective date of this Agreement, except for those related to WYSU. These services shall include reminder notices and other efforts deemed necessary or appropriate by the Foundation to collect the pledges on behalf of the University. On a monthly basis, the Foundation shall provide a report to the University detailing all outstanding pledges. Notwithstanding the forgoing, for purposes of clarification, the actual pledges recorded in the financial records of the University shall not be transferred to the Foundation.
- c. The Foundation will develop and implement a plan and strategy for raising funds to effectuate the Plan (as that term is defined in Section 3.1), working cooperatively with the University. The Foundation President will be responsible for administration of the development and fundraising programs.

- d. With the exception of those organizations and activities described in Section 1.3, the Foundation will work cooperatively with the University in planning and coordinating all University events that have fundraising as a primary purpose, and Foundation staff will communicate with University events staff to assure events are executed and managed appropriately.
- e. The Foundation shall manage and track all donations received by the Foundation for the benefit of the University, whether designated gifts or undesignated gifts, real estate, life insurance expectancies, or endowed gifts. The Foundation will implement best practices in maintaining donor confidentiality and audit-compliant accounting and acknowledgement processes.
- f. The Foundation will work cooperatively with the University in an effort to reach the goals in the Plan. The Presidents of the University and the Foundation will work together to identify, cultivate and solicit gifts. The Chair of the Foundation will invite the President of the University to attend regular board meetings of the Foundation as a guest, unless the purpose of the meeting is to address a confidential matter.

Section 2.2 Reporting Obligations. The Foundation will, on a quarterly basis, provide to the University a report, containing an update regarding their fundraising efforts, including a listing of gifts received by the Foundation, the status of the financial goals set in the Plan, and an executive summary of the quarterly investment management report. Supplemental reports for multi-year pledges of \$50,000 or more to support non-endowed projects will be provided to the University's Controller Officer to facilitate cash flow projections for long-term financial planning. In the event that (a) a single gift is made to the University of \$100,000 or more or (b) a new fund is established for which the University will need to open accounts to accept the donations, the Foundation shall also include supporting documentation related to the gift or fund, including designation information. On an annual basis, and no later than October 8th of each year, the Foundation shall provide to the University a copy of its audited financial statements and management letter. The financial statements shall be included with the University's financial statements in accordance with Generally Acceptable Accounting Principles.

Section 2.3 Transfer of Funds to the University. On a monthly basis, the Foundation shall transfer non-endowed funds and pass-through gifts designated for the University that are intended for the University's regular operations (including but not limited to Annual Fund dollars, immediate program support, gifts to capital projects, immediate aid scholarship and event underwriting) (collectively, such funds are referred to herein as "University Funds") actually received by the Foundation for the benefit of the University to the University. Each transfer of University Funds must include all applicable donor information (including address) and designation information (if the gift has a designation).

Section 2.4 Gift Policies. The University developed University Policy 3356-5-07, "Gifts for the benefit of the university," that governs the acceptance of gifts, including conditional acceptance. The Foundation shall not accept, without the consent of the University Board of Trustees, any gift that imposes conditions, restrictions, obligations or contingent liabilities upon the University. All gifts accepted by the Foundation shall preserve donor intent, to the extent permissible under all applicable

laws. All philanthropic naming of physical spaces, programs, undertakings and any other naming rights shall be subject to approval by the University Board of Trustees.

Section 2.5 Management and Investment of Funds. The Foundation's Board of Trustees shall continue to direct the Foundation's management and investment of its funds. All gifts to endowment, unless specifically directed otherwise by the donor, will be received and managed by the Foundation. In the event the Foundation receives endowment funds designated for a University endowment, the funds shall be promptly transferred to the University.

On an annual basis YSU Foundation trustees will review the Foundation's annual spend policy, and distribute not less than the IRS required minimum distribution.

Section 2.6 Foundation Staff. The Foundation shall be the employer for all purposes with respect to all employees hired by the Foundation and shall be responsible for their wages and benefits.

Section 2.7 Indemnification. The Foundation agrees to defend, indemnify and hold harmless the University and any faculty, students, employees, trustees, officers, affiliates and agents (herein referred to collectively as the "Indemnified Persons") from and against any and all losses, liabilities, claims, suits, actions, losses, damages, demands, judgments or causes of action, assessments, costs or expenses (including without limitation reasonable documented attorney's fees and court costs) ("Damages"), arising out of a claim related to the activities to be carried out pursuant to the obligations of this Agreement, caused by the negligence of the Foundation, which the Indemnified Persons may hereafter incur, suffer and be required to pay as a result of (a) the Foundation's use of Confidential Information (as that term is defined in Section 6.1) (including any related data breaches), (b) any breach of this Agreement, or (c) any act or omission of the Foundation, its employees, affiliates, or agents. The Foundation's indemnification obligations hereunder shall be conditioned upon:

- (i) prompt written notice by the Indemnified Persons within six months of the Indemnified Persons having actual knowledge of any claim, action or demand for which indemnity is claimed;
- (ii) complete control of the defense and settlement thereof by the Foundation except as limited below, provided that such settlement places no liability or restrictions on the Indemnified Persons; and
- (iii) such reasonable cooperation by the Indemnified Persons, at the Foundation's request and expense, in the defense or settlement thereof.

The Foundation understands that the University is an institution operated pursuant to authority conferred by the State of Ohio, and as a state institution, pursuant to the constitution of the State of Ohio, it may not lend or give credit of the State or otherwise agree to provide indemnification. The Foundation acknowledges that it is expressly understood that this Agreement does not confer upon the Foundation any right or claim to indemnification by the University, be it expressed or implied. The Foundation further understands that by statute the Attorney General's Office represents the University and is fully charged with making decisions regarding litigation on behalf of the University.

This Agreement does not confer authority to the Foundation to make decisions on behalf of the University regarding litigation or litigation defense.

ARTICLE III UNIVERSITY OBLIGATIONS

Section 3.1 University Fundraising Plan. The Administrative Leadership of both the University and the Foundation will develop a comprehensive set of strategic objectives and priorities, including specific and measurable fundraising goals which will constitute the “Plan” for the University. The Plan shall be presented to the University and Foundation Boards for approval. Recognizing that the Plan is designed to be a long-term planning document that may change from time to time and may also include short-term goals, in the event that substantive changes are made to the Plan, the University and the Foundation shall resubmit the Plan to its respective Boards of Trustees for approval. On an annual basis, the University and the Foundation will provide the current Plan to the Boards of Trustees for review and a status report.

Section 3.2 Development Logistics. The University will transfer gifts to the Foundation if they are improperly received by the University. The University will designate accounting staff to review the supporting documentation for gifts received over \$100,000 or documentation for the establishment of new funds, when such funds are transferred to the University.

Section 3.3 Management and Investment of University Funds. The endowments recorded in the financial records of the University shall not be transferred to the Foundation, and those endowments shall be managed and invested, pursuant to University Board of Trustees policies. The University has developed appropriate policies to ensure that all future philanthropic endowed gifts, whether restricted or unrestricted, shall be deposited with the Foundation to be managed by the Foundation, unless specific donor intent demonstrates that the gift is to be given to the University for a restricted or unrestricted purpose. Donor intent shall be respected and complied with at all times to the extent permissible under applicable tax laws.

Section 3.4 Financial Statements. Prior to finalizing its annual financial statements, the University will ensure that the Foundation has the opportunity to review any portion of the University’s financial statements which includes or incorporates financial records or statements of the Foundation.

ARTICLE IV TERM AND TERMINATION

Section 4.1 Initial Term. Subject to earlier termination as hereinafter provided in this Article IV, this Agreement shall become effective on the date first listed above and shall continue in effect through June 30, 2020 (the “Initial Term”).

Section 4.2 Renewal Term(s).

- a. Renewal Terms. Following the end of the Initial Term, this Agreement shall automatically renew for additional three year terms, unless either of the Parties has provided one year’s prior written notice of its intention to not renew this Agreement or the Agreement has been otherwise terminated pursuant to Section 4.3 below.

Section 4.3 Termination. Unless the Parties mutually agree to an earlier termination of this Agreement, neither Party shall have the right to terminate this Agreement, except at the end of a Term, unless the Agreement is terminated for Cause. If either Party wishes to terminate the Agreement immediately for Cause, it shall promptly notify the other Party. Regardless of the reason for termination, following notice of non-renewal or termination, the Parties shall cooperate in good faith to take reasonable steps to transfer the development services to the University.

For purposes of this Agreement, “Cause” shall exist if either Party finds that one of the following has occurred with respect to the other Party:

- a. a Party has failed to perform and observe all material obligations and conditions to be performed or observed under this Agreement or a Party has breached any material representation, warranty, term or condition of this Agreement and has not cured the same after written notice from the other Party and a reasonable opportunity for cure, such cure period not to exceed 30 days, provided, however, that a Party that has been making a good faith effort to cure such breach will be provided reasonable opportunity to complete such cure efforts;
- b. a Party becomes insolvent, files for bankruptcy, or is placed in the control of the State of Ohio as part of a receivership or liquidation action;
- c. the Foundation (or any of its employees or agents) has committed any act or omission constituting theft, fraud, embezzlement, misappropriation of assets, willful misfeasance, or dishonesty, whether committed against the University or against a third party;
- d. the Foundation ceases to exist as a nonprofit corporation with 501(c)(3) status; or
- e. the University ceases to exist as a public university supported by the State of Ohio.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the Foundation. The Foundation hereby represents and warrants to University that the statements contained herein are accurate and complete as of the date of this Agreement. The Foundation acknowledges that these representations and warranties are being made as an inducement for University to enter into this Agreement, that each representation and warranty is material to University, and that University is entering into and performing this Agreement in reliance upon each representation and warranty.

- a. Organization. The Foundation is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- b. Power and Authority; Due Authorization. Foundation has all requisite power and authority to execute and deliver this Agreement and to take all actions contemplated by this Agreement. This Agreement constitutes a valid and binding agreement of Foundation, enforceable by University in accordance with its terms, except as such

enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

- c. Consents; No Conflicts. Neither the execution and delivery of this Agreement by the Foundation nor the consummation of the transactions contemplated by this Agreement will violate any applicable law, rule or regulation or conflict with or result in the breach of any provision of any agreement, contract, order or instrument to which Foundation is a party or by which Foundation is bound or affected, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise would constitute a default) thereunder.
- d. Performance. The Foundation will perform the services and obligations set forth in this Agreement in compliance with all applicable laws.

Section 5.2 Representations and Warranties of the University. The University hereby represents and warrants to the Foundation that the statements contained herein are accurate and complete as of the date of this Agreement. The University acknowledges that these representations and warranties are being made as an inducement for Foundation to enter into this Agreement, that each representation and warranty is material to the Foundation, and that the Foundation is entering into and performing this Agreement in reliance upon each representation and warranty.

- a. Organization. The University is a state-assisted institution of higher education established pursuant to Ohio Revised Code Section 3356.01.
- b. Power and Authority; Due Authorization. The University has all requisite power and authority to execute and deliver this Agreement and to take all actions contemplated by this Agreement. This Agreement constitutes a valid and binding agreement of the University, enforceable by the Foundation in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.
- c. Consents; No Conflicts. Neither the execution and delivery of this Agreement by the University nor the consummation of the transactions contemplated by this Agreement will violate any applicable law, rule or regulation or conflict with or result in the breach of any provision of any agreement, contract, order or instrument to which the University is a party or by which the University is bound or affected, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise would constitute a default) thereunder.

ARTICLE VI CONFIDENTIAL INFORMATION

Section 6.1 Confidential Information. The University will provide to the Foundation access to

confidential or proprietary student, alumni and/or employee, as well as third party donor or potential donor information necessary for Development Functions (“Confidential Information”) which may be protected from disclosure by various state and federal privacy laws including but not limited to: the Personal Information Systems Act, Ohio Revised Code Section 1347.01, et seq. (PISA); the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, et seq. (FERPA); the Ohio Public Records Act, Ohio Revised Code Section 149.43, et seq. (PRA); and the Gramm-Leach-Bliley Act, 15 U.S.C. Sections 6801(b) and 6805(b)(2). Confidential Information shall not include information that (a) is or becomes generally available to the public other than through breach of this Agreement, (b) is communicated to either Party by a third party that had no confidentiality obligations with respect to such information, or (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order, provided that either Party has given the other Party prior notice of such disclosure and an opportunity to contest such disclosure.

The Foundation, its employees, agents, contractors and subcontractors shall hold the Confidential Information in trust for the University’s benefit, and shall, in addition to their respective obligations hereunder, use best efforts at all times to adopt and follow procedures and practices to protect the confidentiality of the Confidential Information and prevent its disclosure to others without the express written consent of the University. The Foundation shall protect the Confidential Information disclosed to it by the University with at least the same degree of care as it normally exercises to protect its own confidential and proprietary information of a similar nature, but with no less than a reasonable standard of care for confidential and proprietary information of a similar nature.

The Confidential Information provided to the Foundation by the University is proprietary and confidential and remains the property of the University subject to the rights of the Foundation in accordance with the terms of the Agreement. The Foundation, its employees, agents, contractors and subcontractors shall hold the Confidential Information in trust for the University and Foundation’s benefit, and shall use the Confidential Information only for the purpose identified herein, or reproduce the Confidential Information only to the extent necessary for the above purpose, and shall not disclose the Confidential Information to any third party without prior written approval of the University.

The University and the Foundation will comply with all federal, state and local laws that apply to either Party with respect to Confidential Information.

Section 6.2 Non-disclosure and Re-Disclosure. Neither the Foundation, nor any of its employees, agents, contractors or subcontractors shall sell, release, transfer, reprint, duplicate, recreate, disclose or permit the disclosure to any other person or entity of any of the Confidential Information or of any files, compilation, study, report or analysis or data base containing, based on or derived from the Confidential Information without the express written consent of the University, and in full compliance with applicable state and federal privacy laws. The Foundation may, however, disclose the Confidential Information to its employees, consultants and contractors with a need to know, provided that Foundation binds those employees, consultants and contractors, with respect to the Confidential Information, to a written confidentiality agreement to protect re-disclosure of the information.

Section 6.3 Public Records. The Foundation acknowledges that as a public university, certain

types of documents are subject to the Ohio Public Records law. The Foundation understands that its information given to the University shall be considered a public record, unless an applicable exemption under Ohio's public records laws applies.

Section 6.4 Data Breaches. The Foundation shall maintain the privacy of Confidential Information and shall be financially responsible for any damages, losses, costs, and expenses, including notification expenses, if and to the extent that any security breach relating to protected Confidential Information results from acts or omissions of the Foundation, or its personnel, or its contractors or subcontractors. To the extent requested by the University, the Foundation shall also be administratively responsible for notifications of such data breaches. The Foundation agrees to notify the University immediately of any data breach or potential data breach of Confidential Information.

The University shall maintain the privacy of its Confidential Information and shall be financially and administratively responsible for any notifications to affected persons, if and to the extent that any security breach relating to protected Confidential Information results from acts or omissions of the University, or its personnel, or its contractors or subcontractors.

ARTICLE VII INTELLECTUAL PROPERTY

Section 7.1 Trademarks and Logos. Throughout the term of this Agreement, the University grants to the Foundation a non-exclusive, non-transferable, royalty-free license to use such trademarks, service marks, trade names, logos, symbols, insignias, crests and other intellectual property (collectively, the "Marks") as the University may make available to the Foundation. The Foundation shall not sublicense or otherwise assign the rights granted herein without the prior written consent of the University.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Fiduciary Responsibility. Each Party is responsible for exercising fiduciary responsibility to the other and with respect to its respective investments and funds as well as to the donors and donor intent for any funds it receives, whether directly or indirectly.

Section 8.2 Return of Information. The Parties agree that upon request of the University or upon termination of this Agreement, the Foundation shall return to the University all Confidential Information and all documents, papers, equipment, data and other materials which may contain or be derived from Confidential Information provided to the Foundation. The Foundation shall also provide any information and materials deemed necessary for the University to re-start its own development program.

Section 8.3 Audit. The Foundation shall engage a professional accounting firm to conduct an annual financial audit of the Foundation and provide the University with a copy of such audited financial statements promptly upon completion of the audit. The financial statements shall be included with the University's financial statements in accordance with Generally *Acceptable* Accounting Principles subject to the requirement of Section 3.4. Additionally, the University shall

have the right to conduct its own additional audit of the Foundation's books and records, not more than once per calendar year, at the sole expense of the University.

Section 8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action or proceeding against any of the parties relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the federal or state courts in Ohio.

Section 8.5 Entire Agreement and Modifications. This Agreement is intended as the complete, final and exclusive statement of the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties hereto. This Agreement may be amended, modified or supplemented only by a written agreement signed by the Foundation and the University. Any waiver of the terms and conditions of this Agreement must be in writing signed by the party granting such waiver and shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to perform.

Section 8.6 Severability. All of the provisions of this agreement are severable. If any provision of this Agreement is rendered invalid or unenforceable by state or federal statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

Section 8.7 Cooperation. The Parties agree to enter into and execute any additional agreements or documents necessary in order to effectuate the terms of this Agreement.

Section 8.8 Notices. Any notice or communication required or permitted to be given hereunder shall be in writing and delivered personally, by a nationally-recognized overnight delivery service, or by United States certified mail, postage prepaid with return receipt requested, addressed to the University and Foundation as follows or to such other persons or places as either of the Parties may hereafter designate in writing. Such notice shall be effective when received or on the date of personal delivery or date of certified or overnight mail delivery, whichever is earlier. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

If to the University: Office of the President
Youngstown State University
One University Plaza
Youngstown, Ohio 44555

with a copy to:

Office of the General Counsel
Youngstown State University
One University Plaza
Youngstown, Ohio 44555

If to the Foundation: Youngstown State University Foundation
Attn: President

655 Wick Ave.
Youngstown, Ohio 44502

with a copy to:

E. Carroll "Ted" Thornton, Jr., Esq.
Manchester, Newman & Bennett
201 E. Commerce Street, Level 2
Youngstown, Ohio 44503

[Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the Parties intending to be legally bound have executed this Agreement on the date indicated below their respective signatures.

YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN STATE UNIVERSITY
FOUNDATION

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

YOUNGSTOWN STATE UNIVERSITY POLICE

Youngstown State University Police Radio System Update

- On October 6th a meeting was held between Chief Varso and Chief Robert Gavalier of the Austintown Township Police Department. Chief Gavalier is a member of the Board of Directors for the Austintown-Boardman-Mahoning County Joint Communication District. This is the Council of Government which operates the county-wide radio system.
- The Joint Communication District is now allowing Non-Public Safety Entities to utilize the radio system. It is now possible for Parking, Facilities, and Grounds to utilize the system.
- As part of any agreement which would be entered into with the Joint Communication District, the District would provide the University with 5 channels (talk groups) to use. This would maintain the current capabilities that we have now.
- Any repairs or updates to the infrastructure of the system (Towers, Repeaters) would be the responsibility of the Joint Communication District.
- The University would be required to pay an annual fee towards the cost of the radio system's maintenance agreement. This final cost would be negotiated. It would be based upon the University's usage on the system.
- The University would be responsible for purchasing and maintaining all radio equipment used by the University for interfacing with the system. (Handheld radios, Vehicle radios, and Police Dispatch Equipment).

FY2017 WYSU COMMUNITY OUTREACH SUMMARY

Introduction

As a major community service arm of Youngstown State University, WYSU reaches thousands of listeners each day in eight counties in Ohio and three in Pennsylvania, not to mention the many listeners who tune us in on the internet from all over the world. No other university entity has the ability to reach such a wide global audience on a weekly basis.

WYSU Community Outreach

WYSU was a partner in the creation of the City Club of the Mahoning Valley, which resulted in three well-attended programs in FY2017 that were also aired on the station. The CCMV has great potential benefit for providing a platform for thoughtful and civil discourse on important issues to the community.

Programming - Classical

Classical music continues to be at the center of our weekly programming, as we attempt to present this under-served format in a way that appeals to newer listeners and at the same time satisfies the tastes of our long-time listeners and supporters.

Programming – News & General

We did a great deal of program research as we prepared for the end of two iconic programs: *Car Talk* and *A Prairie Home Companion*, as we continually try to find the most effective way to service our current audience while at the same time attracting a younger audience.

The local interview segment *Doing Good*, hosted by Gina Marinelli on Tuesday mornings continues to receive a positive response, as do the interviews by YSU English professor Tim Francisco. These two hosts interviewed over 80 community leaders last year.

Technology

Over the last fiscal year, WYSU has taken great strides to ensure operational longevity and reliability of its IT infrastructure.

Music library management through the MusicMaster database has increased due to expanded involvement within the programming area and closer alignment with the ENCO automation system. The plan is to eventually implement some level of automatic creation of music programming for locally-hosted jazz and classical programs.

Membership Campaign workflow has been streamlined by the integration of WYSU Pledge Database within the WYSU website.

Youngstown

STATE UNIVERSITY

WYSU technology, programming, and underwriting staff are working together to develop processes to streamline and make more accurate and consistent the workflow between Development, Traffic, and Production.

WYSU Travel Program

Our overseas travel program continues to reach capacity every year. About 50% of our guest list is made up of repeat travelers, but new faces continually show up. These trips have been incredibly successful in building support with hundreds of listeners.

Engineering

During FY2017, the technical personnel of WYSU implemented improvements to the reliability and audio quality of its broadcast services with minimal or no additional expenditures.

Arrangements have been made to install a wireless data link connecting the WYSU studios with its main transmitter site, which will provide greater control over the current commercial link, and at a savings of \$135 per month.

Membership

Membership income decreased by 6.7%, from \$286,237 in FY2016 to \$267,118 in FY2017. We are developing strategies to address the shortfall. Donor fatigue at the lower giving levels, a belief that we don't need the money, funding for the arts has generally suffered, people are leaving their money in their investments, and the political environment are all possible reasons for the decline.

Underwriting

Underwriting income increased 10.5%, from \$98,310 in FY2016 to \$108,584 in FY 2017. The scheduling and processing of underwriting has become more efficient and accurate with the assistance of a radio traffic independent contractor. The skill level of the relatively inexperienced staff continues to improve thanks to monthly training sessions with an underwriting consultant.

Office

We held three short, listener-friendly fund drives during FY2017, one of which was one day only in December. Credit card processing was all done here at WYSU rather than by the Bursar's office, with credit card fees now the responsibility of WYSU, at a surprising and rather substantial cost.



Events

In February 2017, Mad About the Arts, a joint fundraising activity with the YSU McDonough Museum of Art, raised approximately \$45,000, which was shared by the two organizations. Other events during the year included a lecture by NPR's Scott Simon, various classical and jazz concerts, and a bus trip to Blossom to hear the Cleveland Orchestra.

Safety and Disaster Response

Staff safety and operational continuity has been maintained by updating the WYSU Disaster Response and Recovery to account for the new office location on Wick Avenue.

save the date

COKIE ROBERTS

NPR and ABC commentator, journalist & author




Thursday,
January 11, 2018
7 p.m.

Stambaugh Auditorium
1000 Fifth Ave.,
Youngstown, OH 44504

Book signing to follow

Tickets on sale Nov. 1 - \$10 ea.

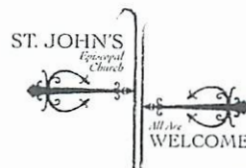
 *YSU Students receive one free ticket
with valid student ID*

330-259-0555

www.Stambaughauditorium.com

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88.5 FM *wysu*



<u>YSUF Gift Processing Summary - July, 2017 - Sept., 2017 Vs. July, 2016 - Sept., 2016</u>			
	<u>Total July, 2017 - Sept., 2017</u>	<u>Total July, 2016 - Sept., 2016</u>	<u>Difference 2017/2016</u>
Development (New Gifts and New Pledges):			
YSU	\$271,957.43	\$177,313.33	\$94,644.10
YSUF	\$918,399.12	\$433,198.10	\$485,201.02
Total Development (New Gifts and New Pledges)	\$1,190,356.55	\$610,511.43	\$579,845.12
Planned Giving	\$1,130,000.00	\$547,500.00	\$582,500.00
Pledge Payments (For Pledges Currently or Previously Included as Development):			
YSU	\$229,109.51	\$563,847.58	-\$334,738.07
YSUF	\$231,214.47	\$299,657.79	-\$68,443.32
Total Pledge Payments	\$460,323.98	\$863,505.37	-\$403,181.39
Non-Gift Clearing - YSU	\$1,438.00	\$21,013.52	-\$19,575.52
Non-Gift Clearing - YSUF	\$0.00	\$1,000.00	-\$1,000.00
Number of New Gifts	504	542	-38
Number of Pledges	17	11	6
Number of Payments	213	256	-43
Number of Planned Gifts	6	4	2
Non-Gift Clearing	10	26	-16