

OHIO UNIVERSITY  
ATHENS, OHIO 45701

BOARD OF TRUSTEES

January 20, 1975

To: Those Listed Below

From: Robert E. Mahn, Secretary

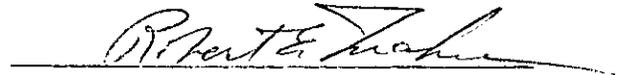
Re: Minutes of November 25 Board Meeting and Additional Notes  
About the Board

The November 25 minutes, of which you received a copy on January 7, were approved without change on January 18. A copy of the signature sheet is enclosed. You may wish to substitute this for the unsigned page.

Please substitute the enclosed page 731 for the one you have, or note the added phrase\*, which was omitted in transcribing the notes, on your copy.

On your Board roster please substitute Lavelle for Kircher as a member of the Educational Policies Committee.

\* opening sentence.



REM:ed

cc Senior Administrators  
Archivist ( 2 copies)  
Resident Auditor

Enclosure

OHIO UNIVERSITY  
ATHENS, OHIO 45701

BOARD OF TRUSTEES

January 7, 1975

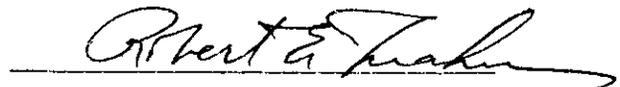
To: Those Listed Below\*

From: Robert E. Mahn, Secretary, Board of Trustees

Re: Minutes of November 25 Board Meeting

Enclosed for your file is a copy of the November 25 minutes. This draft will be presented for approval at the next meeting.

If approval in January is with changes, the changes will be forwarded for incorporation in the copy.



REM:ed

\* Chairman and Members of the Board  
Dr. Konneker  
President Crewson  
Mr. Mahn  
Senior Administrators  
Archivist  
Resident Auditor

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

DATE December 11, 1974

TO Senior Administrators

FROM Robert E. Mahn, Secretary, Board of Trustees

SUBJECT Minutes (without attachments) of November 25 Board Meeting

Please suggest corrections or changes by December 17. You  
need not return.

REM:ed

OHIO UNIVERSITY  
ATHENS, OHIO 45701

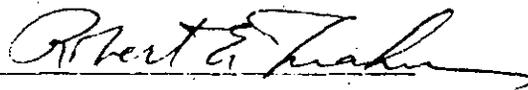
BOARD OF TRUSTEES

January 7, 1975

To: Those Listed Below\*  
From: Robert E. Mahn, Secretary, Board of Trustees  
Re: Minutes of November 25 Board Meeting

Enclosed for your file is a copy of the November 25 minutes. This draft will be presented for approval at the next meeting.

If approval in January is with changes, the changes will be forwarded for incorporation in the copy.



REM:ed

\* Chairman and Members of the Board  
Dr. Konneker  
President Crewson  
Mr. Mahn  
Senior Administrators  
Archivist  
Resident Auditor

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES  
OF OHIO UNIVERSITY

9:30 A.M., Monday, November 25, 1974  
The Ohio University Inn  
Athens, Ohio

I. ROLL CALL

Business outside the country prevented William L. Kircher from attending the meeting. All other members were present, namely Charles E. Holzer, Jr., Mrs. Dorothy S. Johns, Fred H. Johnson, Edwin L. Kennedy, J. Grant Keys, William R. Morris, Donald A. Spencer, and Mrs. J. Wallace Phillips, <sup>Chairman.</sup> This constituted a quorum. Also present were President Harry B. Crewson and Secretary Robert E. Mahn.

Wilfred R. Konneker, President of the Ohio University Alumni Board of Directors, was present. This was his first meeting since assuming office. Also present were Vice Presidents Bryant, Culbert, Culp, Hecht, Milar, and Penson.

Chairman Phillips announced that all matters scheduled to come before the Board had been discussed at the open Committee of the Whole meeting at 8:00 P.M. on November 24, 1974, and, in being presented for approval, would carry the endorsement of the Board committee to which the matter would ordinarily have been referred. Further reference, therefore, to committee endorsement is not made in these minutes.

II. ACTION ON MINUTES OF MEETING OF SEPTEMBER 30, 1974  
(previously distributed)

No corrections to the minutes were offered. Chairman Phillips declared them approved.

III. COMMUNICATIONS, PETITIONS AND MEMORIALS

There were no communications, petitions or memorials.

IV. ANNOUNCEMENTS

There were no announcements.

## V. UNFINISHED BUSINESS

There was no unfinished business.

## VI. NEW BUSINESS

### A. CONSIDERATION OF LANCASTER PHASE II CONSTRUCTION BIDS

Vice President Culp referred to his communications on this subject (Attachment 1) and offered for consideration a resolution. Mr. Johnson moved approval of the resolution, which Mr. Morris seconded. Approval was unanimous.

#### RESOLUTION 1974 -- 160

WHEREAS, the 109th General Assembly of the State of Ohio appropriated \$2,000,000 under Amended Substitute Senate Bill 457 for the construction of a Phase II building on the Lancaster Campus, and

WHEREAS, bids for the project were opened on November 19, 1974, and the lowest acceptable total bid received was found to be \$1,482,571, and

WHEREAS, the Deputy Director, Ohio Department of Administrative Services, Division of Public Works, recommends acceptance of these bids,

NOW, THEREFORE, BE IT RESOLVED that the Ohio University Board of Trustees does hereby recommend to the Deputy Director, Ohio Department of Administrative Services, Division of Public Works, that the following contracts totaling \$1,482,571 be awarded to the contractors hereinafter designated.

### B. PROPOSAL TO APPROVE PLANS FOR BELMONT TECHNICAL COLLEGE SCIENCE AND ENGINEERING BUILDING

Vice President Culp referred to his communications on this subject (Attachment 2) and offered for consideration a resolution.

Mr. Johnson moved approval of the resolution, which Mr. Morris seconded. Approval was unanimous.

RESOLUTION 1974 -- 161

WHEREAS, on November 19, 1973, the Ohio University Board of Trustees approved a lease which granted certain rights and privileges to the Belmont Technical College concerning construction of educational facilities on the Ohio University - Belmont Campus, and

WHEREAS, administrative officials of the Belmont Technical College have employed the architectural firm of Huston Associates, Inc., and, working in conjunction with representatives from the Ohio University - Athens Campus and Ohio University - Belmont Campus, have completed detailed plans for construction of a science and engineering building on the Belmont Campus that are mutually agreeable to all parties of the lease, and

WHEREAS, the lease requires that detailed plans be approved by the Board of Trustees prior to the time competitive bids for the project are solicited,

NOW, THEREFORE, BE IT RESOLVED that, subject to the provisions contained in the aforementioned lease, the Ohio University Board of Trustees does hereby approve the detailed plans for a science and engineering building to be constructed on the Belmont Campus by the Belmont Technical College, with the understanding that construction will proceed as outlined in the detailed plans regardless of the outcome of final competitive bid evaluation.

C. PROPOSAL TO APPROVE PLANS FOR  
BENNETT HALL RENOVATION, CHILLICOTHE CAMPUS

Vice President Culp referred to his memorandum on this subject (Attachment 3) and offered for consideration a resolution.

Mr. Morris moved approval of the resolution, which Mr. Keys seconded. Approval was unanimous.

RESOLUTION 1974 -- 162

WHEREAS, the 110th General Assembly appropriated \$100,000 under Substitute H.B. 985 for the purpose of renovating the space in Bennett Hall that was vacated when the library and student activities center were relocated to the new Phase II building, and

WHEREAS, on November 19, 1973, the Board of Trustees authorized the architectural consulting firm of Harpham-Elmer Partnership to proceed with the development of detailed plans for the renovation project, and

WHEREAS, contract drawings and plans have now been completed and the appropriate administrative officers of the University are ready to proceed with the taking of competitive bids,

NOW, THEREFORE, BE IT RESOLVED that the Ohio University Board of Trustees does hereby approve the contract documents submitted and authorizes the President, or his designated representative, to work in conjunction with the Ohio Department of Administrative Services, Division of Public Works, to solicit competitive bids for the renovation project.

BE IT FURTHER RESOLVED that the Board of Trustees, in order to expedite the awarding of bids and thereby minimize the possible effects of inflation, does hereby authorize the Budget, Finance and Physical Plant Committee to review the bids received for the purpose of determining whether the bids are within the resources available to the University for said project and for the purpose of recommending the awarding of construction contracts to the Ohio Department of Administrative Services, Deputy Director, Division of Public Works.

D. CONSIDERATION OF AWARD OF EMERITUS STATUS TO  
HERBERT D. WHITE AND LAVERN L. KRANTZ

Vice President and Dean of Faculties Culbert referred to his communications on this matter (Attachment 4) and presented for consideration a resolution.

*page 748*

Mr. Kennedy moved approval of the resolution, which Mr. Spencer seconded. Approval was unanimous.

RESOLUTION 1974 -- 163

BE IT RESOLVED that the Ohio University Board of Trustees does hereby approve change from current faculty status to emeritus status for the following professors:

College of Fine Arts. Dr. Herbert Dennis White, Professor of Comparative Arts to Professor Emeritus of Comparative Arts (effective December, 1974).

College of Education. Dr. Lavern L. Krantz, Professor of Educational Administration to Professor Emeritus of Educational Administration (effective upon approval by the Board).

E. PROPOSAL TO CHANGE THE CONSTITUTION OF  
THE FACULTY SENATE

Vice President and Dean of Faculties Culbert referred to his communications on the subject (Attachment 5) and offered for consideration a resolution.

Mrs. Johns moved approval of the resolution, which Mr. Keys seconded. Approval was unanimous.

RESOLUTION 1974 -- 164

WHEREAS, the Faculty Senate has initiated and approved an alteration in the first sentence of Article I, Part 1 (on page 20 A of the Faculty Handbook) of the Constitution of the Faculty Senate of Ohio University and subsequently this proposed change has been approved by vote of the Faculty, by the Executive Vice President and Dean of Faculties, and by the President,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approves the proposed change so that the first sentence of Article I, Part 1 of the Constitution reads:

The Faculty Senate shall be composed of faculty members with faculty status, with or without tenure.

F. CONSIDERATION OF GENERAL RECEIPTS BOND RESOLUTION

A resolution entitled "Series 1974 Resolution" and "Providing for the Authorization, Issuance and Sale of \$15,175,000 General Receipts Bonds; Series 1974, of the President and Trustees of the Ohio University, dated as of December 1, 1974," was introduced and explained by Vice President and Treasurer John F. Milar. Mr. Kennedy moved adoption of the Resolution and Mr. Keys seconded the motion. On roll call the following votes were recorded:

Spencer	Yes	Phillips	Yes
Keys	Yes	Morris	No
Johns	Yes	Kennedy	Yes
Holzer	Yes	Johnson	No

The Chairman thereupon declared the motion carried and the Resolution adopted as introduced.

The resolution, comprising in part the "Second Supplemental Trust Agreement between The President and Trustees of the Ohio University and The Ohio National Bank of Columbus, Trustee," follows, and becomes for record Resolution 1974 - 165. Other documents pertaining to this appear as Attachment 6.

**SERIES 1974 RESOLUTION**

Providing for the authorization, issuance and sale of \$15,175,000 General Receipts Bonds, Series 1974, of The President and Trustees of the Ohio University, dated as of December 1, 1974.

WHEREAS, The President and Trustees of the Ohio University (herein called the University"), a state university of the State of Ohio created and existing under Chapter 3337 of the Ohio Revised Code, by resolution adopted by its Board of Trustees (herein called the "Board") on April 14, 1972 (herein called the "General Bond Resolution") and by a Trust Agreement dated as of June 1, 1972, as supplemented (herein called the "Trust Agreement"), comprised in part of the General Bond Resolution, has provided for the issuance from time to time of General Receipts Bonds of the University, each such issue to be authorized by a Series Resolution adopted by the Board pursuant to the Trust Agreement; and

WHEREAS, the General Bond Resolution was adopted and the Trust Agreement was authorized by the Board pursuant to Sections 3345.11 and 3345.12 of the Ohio Revised Code, enacted by the General Assembly of Ohio under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, which authorizes the University to issue its Bonds to pay costs of certain capital facilities, defined as "auxiliary facilities" in Section 3345.12 of the Ohio Revised Code and called "University Facilities" in the General Bond Resolution and in this Series Resolution, and to refund, fund or retire such Bonds or other obligations previously issued for such purpose; and

WHEREAS, the University has heretofore issued its General Receipts Bonds, Series 1972, in the original principal amount of \$24,700,000 (herein the "Series 1972 Bonds"), which are presently outstanding in the aggregate amount of \$24,700,000, of which amount \$175,000 will mature on December 1, 1974; and

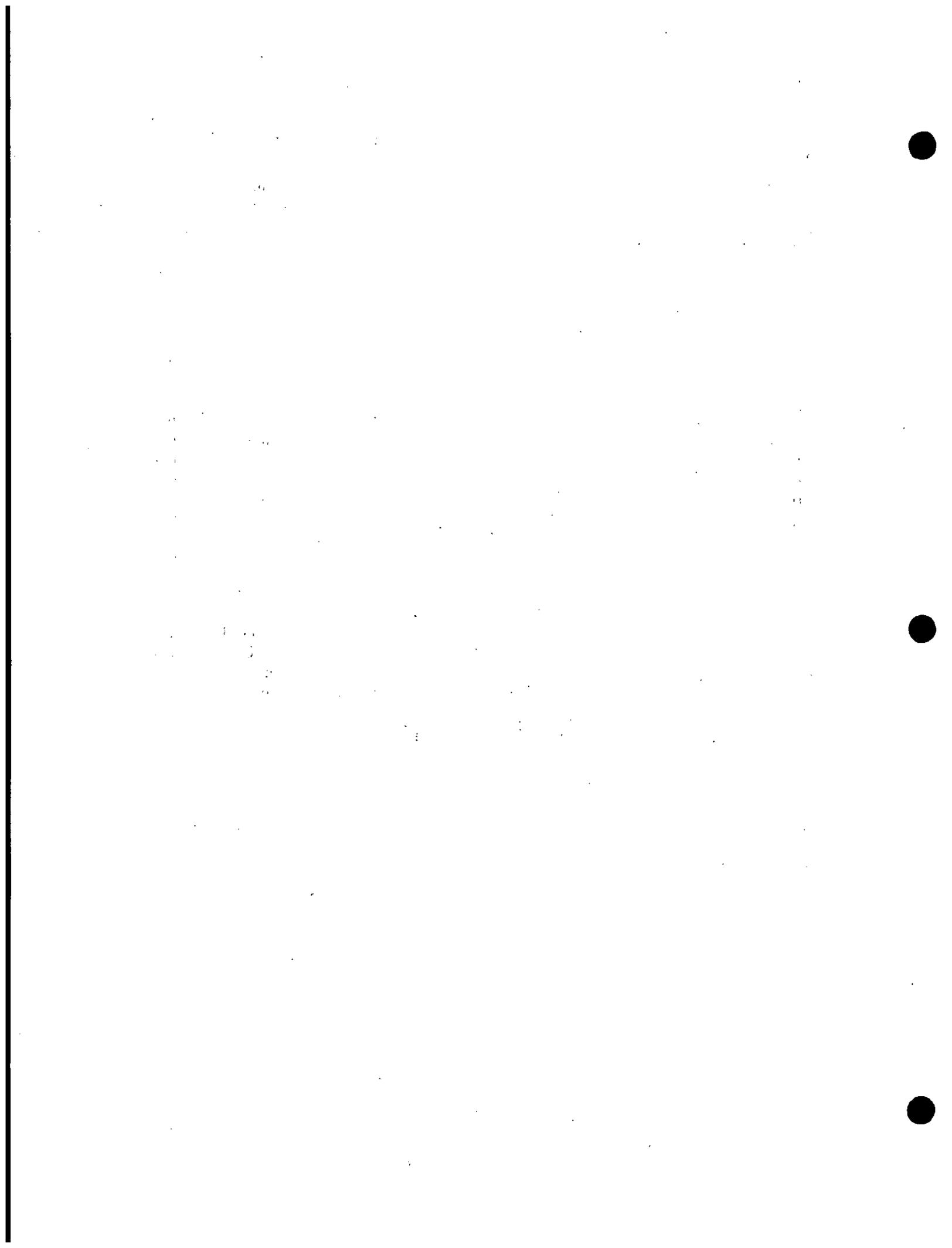
WHEREAS, the University does hereby determine that it is necessary to fund and retire the Housing and Dining Revenue Bonds, Series A, B, C, D, E, F, G and H (herein called the "Outstanding Revenue Bonds"), of the University, presently outstanding in the aggregate principal amount of \$21,805,000 and scheduled to mature serially on January 1 of each year from 1975 to 2007, inclusive, for the purposes hereinafter set forth; and

WHEREAS, the University has determined to issue, as the second issue of Bonds under the Trust Agreement \$15,175,000 principal amount of General Receipts Bonds, to be designated General Receipts Bonds, Series 1974, to fund and retire the Outstanding Revenue Bonds as aforesaid, and desires to provide therefor by this Resolution of its Board;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY, as follows:

Section 1. *Definitions and Interpretations.* All words and terms defined in Section 1 of the General Bond Resolution and elsewhere in the Trust Agreement and all interpretations therein provided shall have the same meanings, respectively, and be subject to the same interpretations as therein provided where used in this Resolution, unless the context or use clearly indicates another or different meaning or intent, except that this Resolution is sometimes herein called and may be known as the "Series 1974 Resolution", the Bonds authorized by this Resolution are referred to herein and in the Second Supplemental Trust Agreement hereby authorized as the "Series 1974 Bonds", and the terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean this Resolution.

Section 2. *Authority.* This Resolution is adopted pursuant to the General Bond Resolution, the Trust Agreement, and the Act.



Section 3. *Authorization, Designation and Purpose of Series 1974 Bonds.* It is hereby declared to be necessary to, and the University shall, issue, sell and deliver, as provided and authorized herein \$15,175,000 principal amount of General Receipts Bonds of the University, which shall be designated "General Receipts Bonds, Series 1974", for the purpose of funding and retiring the \$21,805,000 of Outstanding Revenue Bonds presently outstanding and heretofore issued to pay the costs of University Facilities, in order to reduce the University's expenditures for debt service in the fiscal years 1975 through 1981, inclusive, and thereby provide for substantially level Bond service charges on all Bonds of the University to be outstanding after issuance of the Series 1974 Bonds. For such purpose, the proceeds from the sale of the Series 1974 Bonds shall be allocated and deposited as provided in Section 6 hereof.

Section 4. *Terms and Provisions Applicable to the Series 1974 Bonds.*

(a) *Form and Numbering.* The Series 1974 Bonds shall be issued initially in the form of coupon Bonds registrable as to principal only, and shall be numbered from 1 upwards, in order of maturity.

(b) *Denomination and Dates.* The Series 1974 Bonds shall be in the denomination of \$5,000 each, and shall be dated as of December 1, 1974. Each Series 1974 Bond shall have only one principal maturity date, except for interim certificates, receipts or temporary Bonds which may be issued pending preparation of definitive Bonds.

(c) *Interest.* The Series 1974 Bonds shall bear interest from their respective dates payable semiannually on June 1 and December 1, beginning June 1, 1975, at the respective rates per annum set forth in the schedule appearing in subsection (d) below.

(d) *Maturity and Coupon Rates.* The Series 1974 Bonds shall mature on December 1 in the years and in the principal amount set opposite the year, and shall bear interest as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>
1978	\$105,000	8.250%	1995	\$ 370,000	8.000%
1979	115,000	8.250%	1996	390,000	8.000%
1980	125,000	8.250%	1997	420,000	8.000%
1981	140,000	8.250%	1998	445,000	8.000%
1982	150,000	8.250%	1999	480,000	8.100%
1983	165,000	8.250%	2000	515,000	8.100%
1984	175,000	7.250%	2001	555,000	8.100%
1985	190,000	7.250%	2002	590,000	8.200%
1986	205,000	7.250%	2003	630,000	8.200%
1987	220,000	7.250%	2004	680,000	8.200%
1988	235,000	7.250%	2005	735,000	8.200%
1989	250,000	7.500%	2006	790,000	8.250%
1990	265,000	7.500%	2007	860,000	8.250%
1991	280,000	7.750%	2008	925,000	8.250%
1992	300,000	7.750%	2009	995,000	8.250%
1993	325,000	7.875%	2010	1,070,000	8.250%
1994	345,000	7.875%	2011	1,135,000	8.250%

(e) *Redemption Terms and Prices.* The Series 1974 Bonds maturing on or before December 1, 1984, are not subject to redemption. Series 1974 Bonds maturing after December 1, 1984, are subject to call for redemption at the option of the University prior to their stated maturities, in whole or in part, on December 1, 1984, or on any interest payment date thereafter at par and

accrued interest to the date of redemption plus redemption premiums as follows:

- 3% if redeemed on or prior to June 1, 1989;
- 2½% if redeemed thereafter and on or prior to June 1, 1994;
- 2% if redeemed thereafter and on or prior to June 1, 1999;
- 1½% if redeemed thereafter and on or prior to June 1, 2004; and
- 1% if redeemed thereafter prior to maturity.

If less than all of the outstanding Series 1974 Bonds are called for redemption at one time, they shall be called in inverse order of the maturities of the Series 1974 Bonds outstanding. If less than all of the outstanding Series 1974 Bonds of one maturity are to be called, the selection of such Series 1974 Bonds of such maturity to be called shall be made by lot in the manner provided in the Trust Agreement. Notice of call for redemption of Series 1974 Bonds shall be given in the manner provided in the Trust Agreement.

(f) *Place of Payment and Paying Agents.* The principal, interest and redemption premium on the Series 1974 Bonds, other than principal of or any redemption premium on coupon Series 1974 Bonds registered as to principal, shall be payable at the office of the Trustee, or at the option of the holder, at the principal office of a bank designated by the Original Purchaser and approved by the Fiscal Officer, such approval to be evidenced by a certificate, a copy of which certificate shall be made a part of the Second Supplemental Trust Agreement authorized in Section 9 hereof.

(g) *Execution.* The Series 1974 Bonds and the coupons pertaining thereto shall be executed in the manner provided in the General Bond Resolution.

Section 5. *Contract of Purchase with respect to Series 1974 Bonds.* Any two of the Authorized Officers of the University are hereby authorized to enter into a contract of purchase with respect to sale and delivery of the Series 1974 Bonds, in substantially the form before this Board at this meeting. Upon execution of such contract of purchase on behalf of Merrill Lynch, Pierce, Fenner & Smith Incorporated, Seasongood & Mayer, Connors & Co. Inc., and associates (collectively, the "Original Purchaser"), each of the Authorized Officers of the University is hereby authorized and directed to take all action necessary and appropriate to effect delivery of the Series 1974 Bonds to the Original Purchaser and application of the proceeds of sale thereof in accordance with the provisions of this Resolution.

Section 6. *Allocation of Proceeds of Series 1974 Bonds; Escrow and Trust Agreement.* All of the proceeds from the sale of the Series 1974 Bonds shall be received and receipted for by the Fiscal Officer, and shall be deposited and allocated as follows:

(a) To the Bond Service Account in the General Receipts Bond Service Fund, the portion of such proceeds representing accrued interest and premium, if any; and

(b) To the purchase by the Authorized Officers of the University, or any of them, of \$13,551,014.50 principal amount book-entry United States Treasury Notes or Bonds - State and Local Government Series, from the United States of America, Department of the Treasury, Bureau of the Public Debt, or other direct and general obligations of the United States of America, from Merrill Lynch, Pierce, Fenner & Smith Incorporated, Seasongood & Mayer, and Connors & Co. Inc., or any combination thereof, as shall be approved by the Fiscal Officer, satisfactory to The City National Bank and Trust Company of Columbus, as trustee under the Trust Agreement dated as of January 1, 1962, as supplemented (herein called the "Prior Agreement") together with cash in the amount of \$1,083,163 from the proceeds of sale of the Series 1974 Bonds, sufficient together with obligations of the United States of America to be purchased from other funds pursuant to Section 8 hereof (without reinvestment) to pay as and when due the principal of and interest on the Outstanding Revenue Bonds to their respective serial maturities, which obligations of the United States of America and cash shall forthwith be deposited with The City National Bank and Trust Company of Columbus, as trustee under the Prior Agreement, pursuant to Section 13.01 thereof, in order to effect the satisfaction, cancellation and discharge of the Prior Agreement, The City National Bank and Trust Company of Columbus, as such trustee, being requested hereby to execute and deliver proper instruments acknowledging satisfaction of and cancelling the Prior Agreement in accordance with Section 13.01 thereof. The Chairman

of the Board, the President of the University, the Secretary of the Board, and the Fiscal Officer, or any one or more of them, are hereby authorized and directed to execute and deliver to The City National Bank and Trust Company of Columbus, as trustee under the Prior Agreement, an Escrow and Trust Agreement in substantially the form submitted to this Board with such changes therein not substantially adverse to the University as may be permitted by the Act and the Prior Agreement and approved by the officers executing the same on behalf of the University, the approval of such changes and the fact that such changes are not substantially adverse to the University to be conclusively evidenced by the execution of such Escrow and Trust Agreement by such officers, in order to confirm and provide for the exercise of the powers and duties of this Board, the University and The City National Bank and Trust Company of Columbus, as such trustee, with respect to the obligations of the United States of America to be deposited with The City National Bank and Trust Company of Columbus, as such trustee, under this Resolution, Section 13.01 of the Prior Agreement, and other relevant provisions of said Prior Agreement, and to protect the rights of the holders and owners from time to time of the Outstanding Revenue Bonds.

*Section 7. Additional Covenants.*

(a) This Board hereby finds and determines that all of the proceeds from the sale of the Series 1974 Bonds (except accrued interest and premium, if any, as provided in Section 6(a) hereof, and cash in the amount of \$1,083,163, to be deposited as prescribed in Section 6(b) hereof) will be needed to purchase the obligations of the United States of America described in Section 6(b) hereof. This Board hereby covenants, for and on behalf of the University, that it will restrict the use of the proceeds of the Series 1974 Bonds in such manner and to such extent as may be necessary, in view of reasonable expectations at the time of issuance of the Series 1974 Bonds, so that the Series 1974 Bonds will not constitute "arbitrage bonds" under Section 103(d) of the Internal Revenue Code and regulations prescribed under such Section. The Fiscal Officer or any other officer of the University having responsibility with respect to issuance of the Series 1974 Bonds is hereby authorized and directed to give an appropriate certificate for inclusion in the transcript of proceedings with respect to the Series 1974 Bonds, setting forth the facts, estimates and reasonable expectations pertinent under said Section 103(d) and regulations prescribed under such Section.

(b) This Board covenants that so long as any Series 1974 Bonds are outstanding, it will adopt and enforce such lawful parietal and other rules, with reasonable classifications and appropriate exceptions, as are necessary to assure maximum occupancy and use of its housing, dining and auxiliary facilities, including parking facilities, consistent with the maintenance of the University as an academic community and the economic viability of such facilities.

(c) There are presently outstanding \$5,975,000 The Ohio University Convocation Center Notes of 1974 (herein called the "1974 Notes"), dated as of May 17, 1974, and maturing May 16, 1975, issued under and pursuant to a resolution of the Board adopted April 25, 1974, and in anticipation of the issuance of The Ohio University Student Facilities Revenue Bonds authorized by a resolution of the Board adopted January 5, 1966 (herein called the "1966 Resolution"). Principal of and interest on the 1974 Notes is payable from the "Pledged Receipts," after provision for "Operating and Maintenance Expenses," if any, of the "Pledged Facilities," as each such term is defined in the 1966 Resolution, and the 1974 Notes are secured by a lien upon such "Pledged Receipts," but are not a claim upon or lien against any other property of the University or the State, and the 1974 Notes are not debts or bonded indebtedness of the State nor general obligations of the State or the University, and the full faith and credit thereof are not pledged thereto. Said lien upon such "Pledged Receipts" represents a prior lien upon the General Receipts, to the extent of such "Pledged Receipts," as so defined. The University hereby covenants that no bonds or notes will be issued under the 1966 Resolution except to fund or refund (i) the 1974 Notes or (ii) any notes hereafter issued to fund or refund the 1974 Notes.

*Section 8. Disposition of Balances on Deposit in Bond and Interest Sinking Fund Account and Repair and Replacement Reserve Account Under Prior Agreement.*

(a) Upon satisfaction and discharge of the Prior Agreement, the balance on deposit in the Bond and Interest Sinking Fund Account under the Prior Agreement (excluding the debt service reserve in such Account), less an amount equal to the face amount of any of the Out-

standing Revenue Bonds and coupons appertaining thereto which have matured but have not been presented for payment, shall be deposited and allocated as follows:

(i) To the purchase by the Authorized Officers of the University, or any of them, of not in excess of \$396,000 principal amount book-entry United States Treasury Notes or Bonds — State and Local Government Series, from the United States of America, Department of the Treasury, Bureau of the Public Debt, or other direct and general obligations of the United States of America, from Merrill Lynch, Pierce, Fenner & Smith Incorporated, Seasongood & Mayer, and Conners & Co. Inc., or any combination thereof, as shall be approved by the Fiscal Officer, satisfactory to The City National Bank and Trust Company of Columbus, as Trustee under the Prior Agreement, for deposit with said Trustee together with the obligations to be purchased under Section 6(b) hereof; and

(ii) For deposit in the Bond Pledge Fund, the balance remaining in the said Bond and Interest Sinking Fund Account (excluding the debt service reserve in such Account) after compliance with Section 8(a) (i) hereof.

Of the amount on deposit in the debt service reserve in the said Bond and Interest Sinking Fund Account \$1,969,073, representing the amount necessary fully to fund the Required Reserve necessitated by reason of the Series 1974 Bonds, in accordance with clause (2) (i) of Section 7(b) of the General Bond Resolution, shall upon such satisfaction and discharge be deposited to the credit of the Bond Service Reserve Account, and the balance remaining in said debt service reserve shall be deposited in the Bond Pledge Fund.

(b) Upon satisfaction and discharge of the Prior Agreement, the balance on deposit in the Repair and Replacement Reserve Account under the Prior Agreement shall be deposited in the Bond Pledge Fund.

**Section 9. *Second Supplemental Trust Agreement.*** The Chairman of the Board, the President of the University, the Secretary of the Board, and the Fiscal Officer, or any one or more of them, are authorized and directed to execute, acknowledge and deliver to the Trustee, in the name of and on behalf of the University, a Second Supplemental Trust Agreement pursuant to the Trust Agreement, for the purpose of curing formal defects, and in connection with the issuance of the Series 1974 Bonds, in substantially the form submitted to this Board with such changes therein not substantially adverse to the University as may be permitted by the Act and the Trust Agreement and approved by the officer or officers executing the same on behalf of the University. The approval of such changes, and the fact that such changes are not substantially adverse to the University, shall be conclusively evidenced by the execution of the Second Supplemental Trust Agreement by such officer or officers.

**Section 10. *Official Statement.*** The Vice President and Treasurer of the University is hereby authorized and directed to execute and deliver an Official Statement with respect to the Series 1974 Bonds, in substantially the form before this meeting, for the purpose of making available to potential investors in said Series 1974 Bonds the information therein contained.

**Section 11. *Temporary Series 1974 Bonds.*** Pending the preparation of definitive Series 1974 Bonds the University may execute and the Trustee shall authenticate and deliver temporary Series 1974 Bonds in printed or typewritten form. Temporary Series 1974 Bonds shall be issuable in fully registered form, without coupons, of any denomination, and substantially in the form of the definitive Series 1974 Bonds but with such omissions, insertions and variations as may be appropriate for temporary Series 1974 Bonds, all as may be determined by the Fiscal Officer. Every temporary Series 1974 Bond shall be executed on behalf of the University, and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Series 1974 Bonds. If one or more temporary Series 1974 Bonds are issued, then without unnecessary delay the University shall execute and furnish definitive Series 1974 Bonds and thereupon temporary Series 1974 Bonds may be surrendered to the Trustee in exchange therefor without charge, and the Trustee shall authenticate and deliver in exchange for such temporary Series 1974 Bonds an equal aggregate principal amount of definitive Series 1974 Bonds. Until so exchanged the temporary Series 1974 Bonds shall be entitled to the same benefits under the Trust Agreement as definitive Series 1974 Bonds.

Adopted: November 25, 1974.

Following discussion and before calling for the vote, Chairman Phillips stated that certain members wished to comment on the general receipts bond issue. Before recognizing members, she recognized President Crewson, who stated that he supported the proposal as being in the best interests of the University.

Mr. Morris read the following statement: "I will vote "No" on the proposal. Paying a fee of somewhat over half a million dollars on a project that does not resolve our problem is in my opinion irresponsible.

"Assuming refinancing goes through, there exists a certain probability of a cost of \$200,000 and \$13 million, subject to economic and financial conditions down the line somewhere.

"I would like the minutes to reflect my strong objection to having this financial albatross on the necks of future members of this Board."

Mr. Johnson stated that his thoughts were generally those expressed by Mr. Morris, and that he would vote "No."

Mr. Kennedy asked who would check the content of the documents in minute detail. Mr. Milar stated that this was his responsibility and that he would do this in consultation with the appropriate people.

Mr. Keys addressed the following statement to the Chairman:

"In the statement which was made by Mr. Morris for the record it would indicate that this Board is acting in an irresponsible manner.

"For the record, therefore, I would like to state that if this Board fails to take this positive action to solve our problem it would be even more irresponsible."

Mr. Kennedy expressed his view that the Morris statement was irresponsible.

G. OHIO UNIVERSITY-PORTSMOUTH AND  
SCIOTO TECHNICAL COLLEGE MERGER AGREEMENT

Vice President Bryant presented the November 18, 1974 communication from John F. Burns, Director of Legal Affairs,\* on the subject, and a proposed resolution authorizing the University to enter into the transitional agreement to create the new State General and Technical College. (\*Attachment 7, pg. 20.)

RESOLUTION 1974 -- 166

WHEREAS, The Ohio University Board of Trustees has approved the transfer of the Portsmouth Regional Campus to a new State General and Technical College by Resolution 1974 -- 119, dated May 20, 1974, and

WHEREAS, the Board of Trustees of the Scioto Technical College District has adopted a resolution, dated May 23, 1974, proposing the establishment of a State General and Technical College from the operations of the Scioto Technical College and Portsmouth Regional Campus, and the Ohio Board of Regents, by Resolution 1974 -- 127, dated June 21, 1974, approved the establishment of the State General and Technical College, and

WHEREAS, a transitional agreement as required by Section 3358.05 of the Revised Code to create a State General and Technical College has been negotiated between Ohio University, The Scioto Technical College and the Ohio Board of Regents,

NOW, THEREFORE, BE IT RESOLVED that the Ohio University Board of Trustees hereby authorizes the President to enter into the transitional agreement to create the State General and Technical College.

Mr. Spencer moved approval of the resolution, which Mr. Keys seconded. Approval was unanimous.

A copy of the transitional agreement appears as Attachment 7.

H. RATIFICATION OF THE AGREEMENT BETWEEN OHIO UNIVERSITY AND (1) LOCAL 1699, OHIO UNIVERSITY EMPLOYEES, AFSCME, AFL-CIO, AND (2) LOCAL 1699, SECURITY POLICE EMPLOYEES, AFSCME, AFL-CIO

Vice President Culp presented a resolution of ratification.

RESOLUTION 1974 -- 167

WHEREAS, labor agreements between Ohio University and Local 1699 Ohio University Employees, AFSCME, AFL-CIO, and Local 1699 Security Police Employees, AFSCME, AFL-CIO, were ratified by the union membership and executed by the parties on November 22, 1974, and,

WHEREAS, said agreements cover the period November 22, 1974, to November 22, 1977, and all provisions therein have been approved by the appropriate administrative officers of Ohio University,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ohio University does hereby ratify the aforementioned labor agreements as executed.

Mr. Johnson asked that the negotiating teams be commended for their fine job and the nonacademic employees for the fine spirit displayed. Mr. Spencer seconded Mr. Johnson's statement and moved approval of the resolution. Dr. Holzer seconded the motion. Approval was unanimous. Copies of the agreements appear as Attachment 8.

VII. ANNOUNCEMENT BY CHAIRMAN PHILLIPS OF PREVIOUSLY AGREED UPON FUTURE MEETING DATES

January 20, 1975, was reaffirmed as the next meeting date. March 10, and possibly June 7 are the other dates for meetings during the 1974-75 school year. Chairman Phillips suggested Belmont County as a future meeting site.

VIII. GENERAL DISCUSSION -- ROLL CALL OF MEMBERS

Mr. Johnson, Mr. Kennedy, Mr. Morris, Dr. Holzer, Mr. Spencer, and Mrs. Johns passed. Mrs. Phillips stated that she was proud of the Board. She observed that even though the diversity of members' interests might occasionally result in diverse views on issues, members were always for Ohio University, individually and collectively, and that they were very sincere.

Mr. Keys suggested that member liability be a topic for future discussion. It was reported that Mr. Burns had this under study and would have a report.

Dr. Konneker expressed appreciation for the opportunity to sit with the Board, stating that he would report to the Alumni Board the diligence of the trustees.

Chairman Phillips reported that a periodic "President's Memo" was being inaugurated to keep members current on developments affecting the Board.

#### IX. ADJOURNMENT

The Chairman, determining that there was no further business to come before the Board, declared the meeting adjourned at 10:10 A.M.

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Mrs. J. Wallace Phillips  
Chairman

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Robert E. Mahn  
Secretary

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

PRESIDENTS OFFICE

OCT 30 1974

DATE October 28, 1974TO Mr. Robert E. Mahn, Secretary to the Board of TrusteesFROM Wm. Charles Culp *WCC*SUBJECT LANCASTER PHASE II CONSTRUCTION BIDS

Alan Geiger has advised me that the construction bids for the Lancaster Phase II building will be opened in Columbus on Tuesday, November 19.

Given this date, we will not be able to formulate a recommendation for the Board in time to mail it with the November 25 Board meeting agenda materials. Assuming that the bids received will be within the funds available for this project, I will have a recommendation ready for the Board meeting.

Please list "Lancaster Phase II Construction Bids" as an item to be discussed on the agendas of the Budget, Finance and Physical Plant Committee and the Board of Trustees for the November 25 meeting.

WCC:nsa

cc: Mr. Fred Johnson  
Dr. Harry Crewson  
Dr. James Bryant  
Mr. Alan Geiger  
Mr. Robert King

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

DATE November 22, 1974

TO Dr. Harry B. Crewson, President

FROM Wm. Charles Culp *WCC*

SUBJECT APPROVAL OF CONSTRUCTION BIDS - LANCASTER PHASE II

Bids for the construction of a Phase II building on the Lancaster Branch Campus of Ohio University were opened on November 19, 1974, by officials of the Ohio Division of Public Works.

Favorable bids were received and a recommendation for award has been forwarded to Ohio University by Mr. R. A. Nesslinger, Deputy Director, Ohio Department of Administrative Services.

On September 30, 1974, the Board of Trustees approved contract drawings for the project and delegated the responsibility for approving and recommending construction bids to the Budget, Finance and Physical Plant Committee.

I have attached a copy of Mr. Nesslinger's letter and a tabulation of bids for your review, and request that this item be placed before the Board for consideration on November 25.

WCC:nsa

Attachments



# Ohio Department of Administrative Services

DIVISION OF PUBLIC WORKS  
DEPUTY DIRECTOR'S OFFICE

JOHN J. GILLIGAN, Governor

30 EAST BROAD STREET  
COLUMBUS, OHIO 43215

(614) 466-4277

Mr. J. F. Milar  
Vice President and Treasurer  
Ohio University  
Athens, Ohio

Re: 74-102 Technology and Arts Building  
Lancaster Branch - Phase II  
Ohio University  
Lancaster, Ohio

Dear Mr. Milar:

On November 19, 1974, bids were received by this office for the above project. After careful consideration of all bids received, we wish to recommend the award of contracts to the following Contractors, whose bids were the lowest and best received:

<u>CONTRACTOR</u>	<u>BID</u>	<u>ESTIMATE</u>
Mosser Construction, Inc. 122 South Wilson Avenue Fremont, Ohio 43420		
ITEM #1 - General Contract		
Base Bid	\$922,000.00	\$871,306.00
Alternate G-1 (Remodel portion of Brasee Hall)	+ 29,000.00	+ 15,000.00
Alternate G-3 (Provide masonry fill insulation)	+ 6,000.00	+ 7,500.00
Alternate G-4 (Epoxy paint)	+ 7,800.00	+ 6,500.00
TOTAL GENERAL CONTRACT	\$964,800.00	\$900,306.00

Mr. J. F. Milar  
 Vice President and Treasurer  
 Page 2  
 November 20, 1974

<u>CONTRACTOR</u>	<u>BID</u>	<u>ESTIMATE</u>
Hamilton Industries A Division of American Hospital Supply Corporation Two Rivers, Wisconsin 54241 <u>ITEM #2 - Casework Contract</u>	\$ 13,873.00	\$ 9,000.00
Plunger Lift Elevators Inc. 2305 Cleveland Avenue Columbus, Ohio 43211 <u>ITEM ## - Elevator Contract</u>	\$ 17,425.00	\$ 19,000.00
Duckworth Plumbing Company, Inc. 7616 Diley Road Canal Winchester, Ohio 43110 <u>ITEM #4 - Plumbing Contract</u> Base Bid	\$ 74,800.00	\$ 95,850.00
Alternate P-1 (Plumbing required for remodeling Brasee Hall)	+ 4,300.00	+ 4,000.00
<u>TOTAL PLUMBING CONTRACT</u>	\$ 79,100.00	\$ 99,850.00
Duckworth Plumbing Company, Inc. 7616 Diley Road Canal Winchester, Ohio 43110 <u>ITEM #5 - Heating, Ventilating,            and Air Conditioning Contract</u> Base Bid	\$156,000.00	\$195,000.00
Alternate HVAC-1 (Heating, Ventilating, and Air Conditioning Work required for remodeling Brasee Hall)	+ 2,000.00	+ 4,000.00
<u>TOTAL HEATING, VENTILATING, AND            AIR CONDITIONING CONTRACT</u>	\$158,000.00	\$199,000.00

Mr. J. F. Milax  
 Vice President and Treasurer  
 Date  
 November 20, 1974

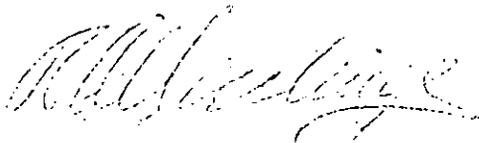
<u>CONTRACTOR</u>	<u>BID</u>	<u>ESTIMATE</u>
American Electric Construction, Inc. 384 North Ninth Street Columbus, Ohio 43203 170 P-46 - Electric Contract Lot 111	\$245,300.00	\$393,040.00
Alternate Bid (Electrical work required for remodeling Brasce Hall)	+ 4,073.00	+ 9,600.00
TOTAL ELECTRICAL CONTRACT	<u>\$249,373.00</u>	<u>\$402,640.00</u>
TOTAL CONTRACTS RECOMMENDED	<u>\$1,482,571.00</u>	<u>\$1,629,796.00</u>
ASSOCIATE ARCHITECT'S FEE ON AWARDS: \$1,482,571. x 7.37% = \$109,265.48 Design Fee on Physical Education Building: \$770,880. x 6.361% x 50% = \$ 31,734.05 TOTAL ASSOCIATE ARCHITECT'S FEE \$140,999.53	\$ 140,999.53	
Less Amount Pre- viously Encumbered Encumbrance No. 99-0597 - \$ 81,357.00 Encumbrance No. 99-0768 - \$ 31,734.05		
ADDITIONAL AMOUNT REQUIRED \$ 27,908.48		
STATE ARCHITECT'S FEE: 1st Million \$ 6,500.00 \$482,571. @ .25% = 3,233.64 - Physical Ed. TOTAL STATE ARCHITECT'S FEE \$ 10,940.07	\$ 10,940.07	
LOOSE EQUIPMENT		\$ 263,489.40
JOINT ACCESS ROAD - STATE'S SHARE		\$ 42,000.00
SURVEYS, TEST BORING, ADVERTISING AND CONTINGENCIES	\$ 60,000.00	
TOTAL RECOMMENDED	<u>\$2,009,000.00</u>	

Mr. J. F. Milar  
Vice President and Treasurer  
Page 4  
November 20, 1974

Please note that Item 1, General Contract, and Item 2, Casework Contract, are in excess of the filed estimate of cost, and are being recommended for award, subject to the State Controlling Board declaring an emergency and granting permission to award these Contracts without competitive bidding. It is the opinion of this office that better bids would not be received if these two Items were readvertised.

If you concur in the above recommendation, please furnish the necessary contract encumbrances, so we may prepare and process the construction contracts.

Very truly yours,



R. A. NESSLINGER-  
DEPUTY DIRECTOR

RAN:jr  
W/8

cc: Mr. L. F. Lausche  
Mr. Allen Geiger  
Mr. Richard Harris  
Mrs. Margaret Omohundro  
Trautwein Associates, Inc.  
Mr. Garland Reynolds  
Mrs. Castle (Contract Clerk)  
(C.D. - 480 Consecutive Calendar Days)

<u>Contractors</u>	<u>Bids</u>	<u>Estimates</u>
Mosser Construction Company Fremont, Ohio		
Item #1, General Contract	\$ 922,000	\$ 871,306
Alternate G1	29,000	15,000
Alternate G3	6,000	7,500
Alternate G4	<u>7,800</u>	<u>6,500</u>
TOTAL GENERAL CONTRACT	<u>\$ 964,800</u>	<u>\$ 900,306</u>
Hamilton Industries Two Rivers, Wisconsin		
Item #2, Casework	<u>\$ 13,873</u>	<u>\$ 9,000</u>
TOTAL CASEWORK CONTRACT	<u>\$ 13,873</u>	<u>\$ 9,000</u>
Plunger Lift Elevators, Inc. Columbus, Ohio		
Item #3, Elevator	<u>\$ 17,425</u>	<u>\$ 19,000</u>
TOTAL ELEVATOR CONTRACT	<u>\$ 17,425</u>	<u>\$ 19,000</u>
Duckworth Plumbing Company Canal Winchester, Ohio		
Item #4, Plumbing	\$ 74,800	\$ 95,850
Alternate P1	<u>4,300</u>	<u>4,000</u>
TOTAL PLUMBING CONTRACT	<u>\$ 79,100</u>	<u>\$ 99,850</u>

- 2 -

Duckworth Plumbing Company  
Canal Winchester, Ohio

Item #5, Heating, Ventilating, & Air Conditioning	\$ 156,000	\$ 195,000
Alternate HVAC1	<u>2,000</u>	<u>4,000</u>
TOTAL HEAT'G, VENT'G, & AIR CONDIT'G CONTRACT	<u>\$ 158,000</u>	<u>\$ 199,000</u>

American Electric  
Columbus, Ohio

Item #6, Electrical	\$ 245,300	\$ 393,040
Alternate E1	<u>4,073</u>	<u>9,600</u>
TOTAL ELECTRICAL CONTRACT	<u>\$ 249,373</u>	<u>\$ 402,640</u>

TOTAL CONTRACTS RECOMMENDED	<u>\$1,482,571</u>	<u>\$1,629,796</u>
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Fred H. Johnson  
Chairman, Budget, Finance &  
Physical Plant Committee

ADDENDUM TO BIDS APPROVED FOR  
LANCASTER PHASE II CONSTRUCTION

Following the approval of recommended construction bids for Lancaster Phase II by the Board of Trustees, the Ohio Department of Public Works declared the bid submitted by Plunger Lift Elevators, Inc., to be defective. The bid was subsequently rejected and the next lowest bid was accepted. The new award is itemized below:

	<u>Bid</u>	<u>Estimate</u>
Otis Elevator Company Columbus, Ohio		
Item #3, Elevator	<u>\$17,777</u>	<u>\$19,000</u>
TOTAL ELEVATOR CONTRACT	<u>\$17,777</u>	<u>\$19,000</u>

This change increases the cost for the elevator by \$352.



Wm. Charles Culp  
VP for Administrative Services

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATIONDATE November 12, 1974TO Dr. Harry B. Crewson, PresidentFROM Wm. Charles Culp *WCC*

SUBJECT BELMONT TECHNICAL COLLEGE - SCIENCE &amp; ENGINEERING BUILDING

On November 19, 1973, the Board of Trustees approved a lease which grants the Belmont Technical College the right to construct educational facilities upon the Ohio University - Belmont Campus. Certain provisions of this lease require that any construction or improvements undertaken will be approved by a joint planning committee consisting of representatives from the Ohio University - Athens Campus, the Ohio University - Belmont Campus, and the Belmont Technical College. Final approval of plans must be given by the Ohio University Board of Trustees.

Belmont Technical College has employed the architectural firm of Huston Associates, Inc., to develop contract documents for the construction of a science and engineering building on the Belmont Campus. Alan Geiger has been working with representatives of both constituencies and has indicated that the project layout, standards and design are compatible with those of the Ohio University - Belmont Campus, and that all parties agree on the plans that have been developed.

I have attached a letter from Mr. Earl Greer, President, Belmont Technical College, which commits the Belmont Technical College to complete the project as outlined in the contract documents regardless of the outcome of situations that arise as a result of the competitive bidding procedure.

With your approval, I request that this item be placed on the November 25 agenda for the purpose of having the Board consider approval of the contract documents prior to the time the officials of Belmont Technical College solicit competitive bids for the project.

WCC:nsa

Attachment

MGMCOLT HSB  
2-033395E317 11/13/74  
ICS IPMBNGZ CSP  
6146959500 MGM TDBN ST CLAIRSVILLE OH 144 11-13 0520P EST  
ZIP

 **Mailgram**  
western union



Attachment 2, pg. 2

DR \* CHARLES CLUP, VICE PRESIDENT  
ADMINISTRATIVE SERVICES OHIO UNIVERSITY  
ATHENS OH 45701

DEAR DR CLUP, SUBJECT BELMONT TECHNICAL COLLEGE SCIENCE ENGINEERING BUILDING PROJECT.

THIS LETTER IS TO CONFIRM THE FACT THAT THE ADDITIONAL PAVING OF THE PRESENT PARKING LOT SIDEWALKS LANDSCAPING AND ADDITIONAL EXTERIOR LIGHTING RELEVANT TO THIS PROJECT AS PER REQUESTED WILL BE INCLUDED IN THE TOTAL PROJECT BIDS. THESE ITEMS WILL NOT BE LISTED AS ALTERNATES IN BID DOCUMENT.

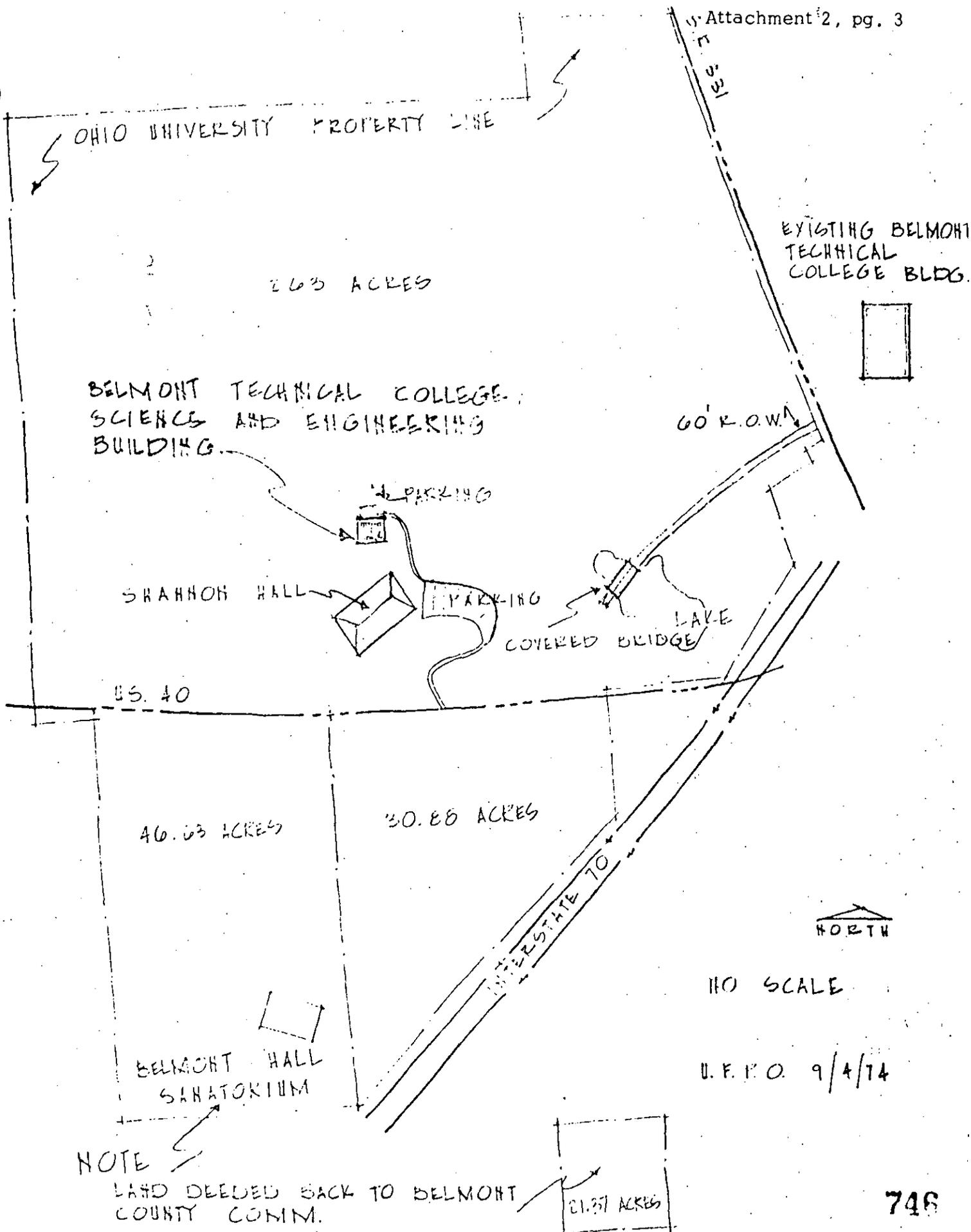
IF THE TOTAL PROJECT BIDS EXCEED THE PRESENT BUDGET, THE PROJECT AS IT RELATES TO MATTERS OF CONCERN TO OHIO UNIVERSITY WILL BE COMPLETED AS PER CONTRACT DOCUMENTS.

I WOULD ALSO LIKE TO ADVISE YOU PLANNING HAS BEGUN RELATED TO A COOPERATIVE MAINTENANCE AGREEMENT FOR THE BUILDING AND GROUNDS ONCE OPERATIONS IN THE BUILDING BEGIN (PER LAND LEASE). WE ANTICIPATE THE FINAL PLAN DOCUMENT TO BE COMPLETED BY FEBRUARY 15, 1975.

SHOULD YOU DESIRE ADDITIONAL INFORMATION PLEASE ADVISE ME, SINCERELY  
E EARL GREER PRESIDENT

17:20 EST

MGMCOLT HSB



NOTE

LAND DEEDED BACK TO BELMONT COUNTY COMM.

NO SCALE

U.F.P.O. 9/4/74

746

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

Attachment 3

DATE November 12, 1974

TO Dr. Harry B. Crewson, President

FROM Wm. Charles Culp *WCC*

SUBJECT RENOVATION OF SPACE IN BENNETT HALL - CHILLICOTHE

The 110th General Assembly appropriated \$100,000 under Sub. H.B. 985 for the purpose of renovating space in Bennett Hall that was vacated when the library and student activities center were relocated to Stevenson Center, the new Phase II facility. The Board of Regents also granted approval to use any funds that might be left over from the Phase II construction for this renovation. The renovated space will be used to accommodate programs in Secretarial Science and in Human Services.

On November 19, 1973, the Board of Trustees approved hiring the firm of Harpham - Elmer Partnership to serve as consulting architects for the project. Contract documents have been completed, and, pending Board approval, we are ready to request that the Ohio Department of Administrative Services, Division of Public Works, solicit competitive bids for the work.

Pending your approval, I request that this item be placed on the November 25 agenda for consideration by the Board of Trustees.

WCC:nsa

747

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117-D-2

PRESIDENTS OFFICE

OHIO UNIVERSITY

Inter-Office Communication

NOV 7 1974

Attachment 4, pg. 1

DATE November 5, 1974

TO Harry B. Crewson, President

FROM Taylor Culbert, Executive Vice President and Dean of Faculties

*TC*

SUBJECT Award of Emeritus Status

I submit the following for consideration for award for emeritus status:

College of Fine Arts

Dr. Herbert Dennis White, Professor of Comparative Arts to Professor Emeritus of Comparative Arts

I have reviewed the materials submitted on behalf of Professor White and I find that he meets the criteria for award of emeritus status as set forth in our official policy on that subject (copy attached). I forward this recommendation to you with my approval and request that you approve it and forward it to the Board of Trustees.

I append a sample letter to be sent over your signature to Professor White if he is awarded Emeritus Status by the Board of Trustees. This change in status should be effective in December, 1974 at the time of Dr. White's retirement.

TC/ljl

Attachments

*Approved for submission to Board  
11-8-74 HBE*

748

9

**OHIO UNIVERSITY**  
**INTER-OFFICE COMMUNICATION**

DATE November 5, 1974TO Taylor Gilbert, Executive Vice PresidentFROM Leary, Lin, Dean, College of Fine ArtsSUBJECT Nomination of Herbert White as Professor Emeritus

1. Dr. White joined the Ohio University faculty in 1962 as Associate Professor of Fine Arts and was promoted to the rank of Professor of Comparative Arts in 1966.

2. According to reports from the Department of Comparative Arts, Dr. White has maintained a high standard of teaching performance. He has been especially effective as a dissertation director where his breadth of training and the variety of his experience has enabled him to supervise a wide range of projects. Moreover, it should be remembered that he has functioned as a member of an interdisciplinary teaching team.

3. In addition to the research and publication record presented in the attached documents, Dr. White has participated in two major Departmental research/performance activities: 1.) the I-TV Series Introduction to the Fine Arts in which he was both a writer and an on-camera performer; and 2.) the team-written Workbook for Comparative Arts, a textbook for the large lower-division service program.

4. Dr. White served as Acting Chairman of the Department of Comparative Arts during the 1970-71 academic year and as Chairman of the Department from 1971-73. He also served as a member of the University Honorary Degree Committee during the 1968-69 academic year.

5. During his tenure at Ohio University, Dr. White has served as Midwest Corresponding Member of the British Royal Society of Arts. He has been organist of the Church of the Good Shepherd (Athens) and organist-choirmaster of Trinity Church in Parkersburg, W. Va. He has also served one term as Disaster Relief Committee Chairman for the Athens County Chapter of the American Red Cross.

For the reasons noted above and supported by the attached documents, I endorse the Departmental nomination and recommend that Dr. White be appointed to the rank of Professor Emeritus of Comparative Arts.

APPROVED/DISAPPROVED

T. Gilbert  
Taylor Gilbert  
Executive Vice President and  
Dean of Faculties

2 Nov 74  
Date

749

10

Born: London, England, 1912

Educated in London and Leipzig:

Ph. D. (Architecture)	Leipzig, 1935
Ph.D. (Music)	Leipzig, 1936
M. Architecture	London
M. Paed.	London, 1938

Present Rank: Professor of Comparative Arts, Ohio University

Previous Positions:

Professor Music, Christ's Church, England 1944-48

Professor of Music, Prince of Wales College,  
Newfoundland 1948-50

Special Professor of Architecture, University  
of Manitoba, Canada 1951-57

Professor of Architectural Technology, Southern  
Illinois University 1957-61

Fellowships and Honors:

Fellow, Royald Society of Arts, London  
Benjamin Franklin Fellow of Royal Society, London  
Corresponding Secretary for the Royal Society for American  
Fellows of the Institute

Member, Royal Architectural Institute of Canada  
Member, American Institute of Architects  
Member, Royal College of Organists, London  
Member, American Guild of Organists

Dean, Southern Illinois Chapter of American Guild of  
Organists, 1958-60

Honorary Life-Member of International Y.M.C.A. awarded  
For Refugee work following World War II  
Decorated for special services with British armed services in  
World War II (Intelligence)

Church Musician:

Organist and Choirmaster at various churches, including:

St. Mary, Pulborough, Sussex: 1944-48  
St. Mark's, Toronot, Canada: 1949-50  
St. Luke's, Winnipeg, Canada: 1950-57  
St. Andrews, Carbondale, Ill.: 1957-61  
Good Shepherd, Athens, Ohio: 1961-66  
Trinity, Parkersburg, W. Va.: 1966--

Architectural Practice:

Assistant to Sir Frank Verity, F.R.I.B.A., Architect to the  
Lord Chamberlain of Royal Household, London, 1928-38.

Associate Architect, Moody and Moore, Winnipeg, Canada 1953-57.

(Architectural works include churches, department stores and  
University buildings)

Paintings and Drawings:

One-man exhibition at:

Winnipeg Art Gallery, Manitoba 1955  
Baker Center, Ohio University 1965  
Trinity Hall, Parkersburg, W. Va. 1968

Author:

Articles in Architectural Journals:

R.A.I.C. Journal of Canada (several articles from 1953-55)  
Architectural Review, New York, 1957.  
Progressive Architecture, New York, 1959.

Articles in Music Journals:

Canadian Churchman, 1954  
A.G.O. Journal, 1959  
Music Journal, London, 1958-60

Books:

The Singing Stream (History of Vocal Music), Ginn and Co.,  
London, 1949.

A Workbook for Comparative Arts (Vol. I and II) co-author  
and editor, Brown and Co., 1968.

The Baroque in England: Manuscript under review by Wesleyan  
University Press.

Musical Compositions:

Seven Church Anthems: Published by Waterloo Music Col., 1956-60.

Pieces for Organ: Published by H. Flammer Co., 1964.

The Following Manuscripts requested and registered with the  
Arther Johnson Memorial Library, University of Toronto, Canada, 1966:

Symphony on Celtic Themes	1963
A Mass for Saint Joan	1964
Elegy for Strings	1964
String Quartet	1964
Cantata of St. Francis	1966

Plays and Fiction:

Author, Six hour long dramas for radio, Performed on Canadian  
Broadcasting Corp. from Winnipeg and  
Toronto, 1954-56.

Author, 14 week serial dramatization of "The Voyage of Captain  
Cook," commissioned by the Canadian  
Broadcasting Corp. and the Vancouver Society,  
Broadcast, 1960.

Author, numerous short-stories. A recent one accepted for  
publication in Ohio Review for 1969.

Television:

Conceived and wrote scripts for Introduction to Fine Arts series  
used at Ohio University for closed-circuit teaching.

Committee and Community Services:

Representing American Colleges, Comm. of H.R.H. the Duke of Edinburgh  
to study awarding of silver medals to American students through Royal  
Society of London.

Athens County American Red Cross: Disaster Chairman, 1967--

Advisor, Fine Arts Council, City of Parkersburg, West Virginia.

Work in Progress:

An examination of the French Cultural Influence in North America  
in the 17th and 18th Centuries from the Ohio and Mississippi rivers  
to the Great Lakes and French-Canada.

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OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

DATE October 15, 1974

TO Henry Lin, Dean, College of Fine Arts

FROM Robert Wortman, Department of Comparative Arts *BA*

SUBJECT Emeritus Appointment for Dr. White

On behalf of the Department of Comparative Arts, I nominate Dr. Herbert D. White for the position of Professor Emeritus of Comparative Arts to become effective at the time of his retirement in December, 1974. A copy of Dr. White's basic curriculum vita is attached.

In addition to the material in the vita, may I also point out the fact that Dr. White also participated in the production of the E-TV series Introduction to the Fine Arts which won a National Association of Educational Broadcasters Awards. He served as acting chairman of the Department during the 1969-70 academic year and as chairman from 1970 to 1972. Perhaps the most significant of his many contributions to the University is his continuing work in the development of the various programs and disciplines which comprise the work of this Department. In my opinion he is most deserving of Emeritus status and I strongly recommend his appointment.

RW:sct  
encl.

754

15

## OHIO UNIVERSITY

## Inter-Office Communication

DATE October 15, 1974TO Dean LinFROM James H. Conover

SUBJECT Recommendation for Emeritus status for Herbert White

I would like to support the nomination of Professor Herbert White for Professor Emeritus of Comparative Arts.

Though I joined the department only four years ago my professional association began with Dr. White twelve years ago when we both came to Ohio University. He, along with then Dean Earl Seigfred and Professor Anthony Trisolini, shaped and nurtured this innovative and now very successful doctoral program. He brought to the task and shared freely a wide professional experience and sensitivity to the arts, especially in the areas of architecture and music. He has been a most effective classroom teacher and equally effective in the one-to-one guidance so important to a doctoral candidate.

His efforts in the structure and content of the department's undergraduate courses have been significant; the mass lectures, the instructional television series, and the workbook reflected and reflect his wisdom and understanding of young people.

In recent years personal and family health problems have somewhat diminished his effectiveness and I know that Herbert is looking forward to the reduced responsibilities of retirement. However, I hope that we can look forward to his continued participation in the program as a consultant and occasional adviser in his special areas; such participation is particularly appropriate by a Professor Emeritus.

755

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EMERITUS C  
awards

NOV 14 1974

OHIO UNIVERSITY  
Inter-Office Communication

Attachment 4, pg. 9

DATE November 14, 1974

TO Harry B. Crewson, President  
FROM Taylor Culbert, Executive Vice President and Dean of Faculties *TC*  
SUBJECT Award of Emeritus Status

I submit the following for consideration for award of emeritus status:

College of Education

Dr. Lavern L. Krantz, Professor of Educational Administration to Professor Emeritus of Educational Administration

I have reviewed the materials submitted on behalf of Professor Krantz and I find that he meets the criteria for award of emeritus status as set forth in our official policy on that subject (copy attached). I forward this recommendation to you with my approval and request that you approve it and forward it to the Board of Trustees.

I append a sample letter to be sent over your signature to Professor Krantz if he is awarded Emeritus Status by the Board of Trustees. This change in status should be effective upon Board approval.

TC/ljl

Attachments

*Approved for submission to the Board of Trustees.*

*HBC 11-15-74*

756

17

SCHOOL OF APPLIED BEHAVIORAL SCIENCES  
AND EDUCATIONAL LEADERSHIP  
College of Education  
Ohio University

November 11, 1974

TO: Dr. Samuel Goldman, Dean, College of Education  
FROM: Max W. Evans, Director, SASEL *Max*  
SUBJECT: Emeritus Status for Dr. L. L. Krantz

Dr. L.L. Krantz, Professor of Educational Administration, retired from Ohio University at the conclusion of the second summer session, 1974. Dr. Krantz has served Ohio University with distinction for 19 years.

Dr. Krantz has distinguished himself at Ohio University as a scholar, teacher, and counselor of students. He has developed a national reputation in the field of school personnel administration and has brought much recognition to Ohio University through his leadership in the American Association of School Personnel Administrators. That organization honored Dr. Krantz at its annual meeting in Portland, Oregon by making him an Honorary Member and presenting him with a "Certificate of Recognition and Achievement."

In 1958, Dr. Krantz headed the first major Ohio University project abroad, the development of a teacher education program in Ibadan, Nigeria. His leadership paved the way for twelve more years of an Ohio University relationship with the Nigerian government.

Over the years Dr. Krantz has contributed in countless ways to development of the programs in Educational Administration. He has served both as Chairman of the Department and as Departmental Graduate Committee Chairman in addition to many other committee responsibilities. He has guided the doctoral research for nearly two dozen students and now has former students occupying important and responsible positions in education from coast-to-coast.

Dr. L. L. Krantz was recommended for Emeritus Status by both the faculty of Educational Administration and the faculty of the School of Applied Behavioral Sciences and Educational Leadership. I wish to add my own recommendation that Emeritus Status be granted to Dr. Krantz.

APPROVED: *Samuel Goldman*  
Samuel Goldman, Dean  
College of Education

DATE *Nov 13 1974*

APPROVED: *Taylor Culbert*  
Taylor Culbert, Executive  
Vice President and Dean of Faculties

DATE *4 Nov 74* 757

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

JAN 24 1973

JAN 23 1973

DATE January 22, 1973

TO Claude R. Sowle, President  
FROM Taylor Culbert, Executive Vice President and Dean of Faculties  
SUBJECT Emeritus Status

The attached proposal, which is a revision of an earlier proposal, regarding a policy governing award of emeritus status, was approved by the Faculty Senate at its meeting on January 15, 1973. It was also approved by the Deans' Council.

The policy states, in effect, that emeritus status is fundamentally an academic award reserved for persons who have been engaged in teaching. The policy leaves open the possibility of extending the award in special cases to persons whose activities were clearly related to teaching and things academic. The specified criteria are modifications and elaborations of criteria that have been in use for the last few years. The approval channels for the award of emeritus status are similar to those for promotion and the granting of tenure.

I recommend approval of this policy. If you approve it, I suggest distribution as I have indicated below. The effective date of this policy, if approved, will be the date on which you sign your approval.

(Approved/Disapproved) Claude R. Sowle 1/24/73  
Claude R. Sowle, President Date

TC:ljs

- Distribution: Edward Sanford, Chairman, Faculty Senate  
Senior Administrators  
Deans' Council  
James Dunphy  
Peg Black

AMENDED RESOLUTION ADOPTED 1/15/73

FACULTY SENATE

EMERITUS STATUS

Except in very unusual circumstances, emeritus status is conferred only upon retiring or retired members of the faculty. Emeritus status is conferred upon a faculty member if, in the judgement of his department or regional campus, and with the concurrence of appropriate administrative officers, some special recognition has been earned. This judgement should be based on many or all of the following factors: 1) length of service, 2) quality of teaching, 3) quality of research, 4) contribution to the university in administrative and committee work, 5) services to society beyond the university. Except in unusual circumstances, emeritus status shall be conferred only on someone who has taught at Ohio University ten or more years.

An emeritus faculty member is granted parking and library privileges as if he were an active faculty member, and may be offered the use of other facilities such as office and laboratory space when they are available.

Handwritten initials and arrow pointing to 117-D-2  
PRESIDENTS OFFICE

OHIO UNIVERSITY

8-10/11  
OCT 11 1974

INTER-OFFICE COMMUNICATION

Attachment 5, pg. 1

DATE October 10, 1974

TO Harry B. Crewson, President  
FROM Taylor Culbert, Executive Vice President and Dean of Faculties  
SUBJECT Proposed change in the Constitution of the Faculty Senate

At its meeting on August 19, 1974, the Faculty Senate passed the following proposed amendment to its Constitution (see attachment):

In the Handbook Section VI.A, Article 1, part 1, on page 20A, change the first sentence to read:

- 1. The Faculty Senate shall be composed of faculty members with faculty status, with or without tenure.

The original version reads "The Faculty Senate shall be composed of full-time faculty members, with or without tenure."

Subsequently, a vote of the entire faculty was conducted, as is required by the provisions of the Faculty Handbook when a change in the Constitution of the Faculty Senate is proposed. The results of the vote indicate faculty approval of the proposed change (see the attached memorandum from the chairman of the Faculty Senate to me, dated October 9, 1974).

The fundamental difference is the proposed deletion of the word "full-time;" and the addition of the phrase "with faculty status." This change is rendered necessary by the passage of the so-called part-timer proposal which received approval at an earlier date.

To bring the Constitution of the Faculty Senate in line with current policy, I approve this proposed change and forward it to you for your approval with my recommendation that you also approve it.

760  
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Harry B. Crewson, President

Page 2

October 10, 1974

If you do in fact approve this proposed change I recommend that you forward it with your approval to the Trustees for their consideration.

(Approved/Disapproved)

*Harry B. Crewson*  
Harry B. Crewson, President

*10-14-74*  
Date

TC/jh

Attachments

cc: Alan Booth, Chairman, Faculty Senate  
Robert E. Mahn, Secretary, Board of Trustees

*Bob M:*

*Place on agenda for next meeting of the Board of Trustees. I recommend approval.*

*HBO*

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

DATE October 9, 1974

TO Taylor Culbert, Executive Vice President and Dean of Faculties

FROM Alan R. Booth, Chairman, Faculty Senate

SUBJECT Amendment to the Constitution of the Faculty Senate

By a vote of 220 to 74, the Faculty has approved the following amendment to the Constitution of the Faculty Senate (see Minutes, 8/18/74):

Old Wording (Faculty Handbook, page 20A, Faculty Senate Constitution VI A Article 1 part 1)

"1. The Faculty Senate shall be composed of full-time faculty members, with or without tenure...."

New Wording

"1. The Faculty Senate shall be composed of faculty members with faculty status, with or without tenure...."

Please take the appropriate steps to transmit this to the Board of Trustees for their action, as required by the Faculty Handbook. Pending their approval, I intend to incorporate the new wording in the manuscript Handbook revision.

cc: Victor Goedicke

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APPENDIX B, ITEM 2  
RESOLUTION ADOPTED 8/19/74  
FACULTY SENATE

Constitutional amendment, passed by the Senate 8/19/74:

In Handbook Section VI.A, Article 1, part 1, on page 20A,  
change the first sentence to read:

1. The Faculty Senate shall be composed of faculty members with faculty status, with or without tenure.

# SECOND SUPPLEMENTAL TRUST AGREEMENT

between

THE PRESIDENT AND TRUSTEES  
OF THE OHIO UNIVERSITY

and

THE OHIO NATIONAL BANK OF COLUMBUS

Trustee

Dated

as of

December 1, 1974

Supplementing Trust Agreement dated as of June 1, 1972

and

First Supplemental Trust Agreement dated as of June 1, 1972

Securing

GENERAL RECEIPTS BONDS, SERIES 1972;

GENERAL RECEIPTS BONDS, SERIES 1974;

and

ADDITIONAL BONDS AS PROVIDED IN THE TRUST AGREEMENT

**FIRST SUPPLEMENTAL TRUST AGREEMENT**

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**SECOND SUPPLEMENTAL TRUST AGREEMENT**

with respect to

**\$15,175,000 GENERAL RECEIPTS BONDS, SERIES 1974**

This Second Supplemental Trust Agreement, dated as of the first day of December, 1974 (hereinafter called the "Supplement"), by and between The President and Trustees of the Ohio University and its Board of Trustees (hereinafter collectively called the "University"), a state university of the State of Ohio created and existing under and by virtue of Chapter 3337 of the Ohio Revised Code, and The Ohio National Bank of Columbus, a bank organized and existing under and by virtue of the laws of the United States of America and duly authorized to exercise corporate trust powers in the State of Ohio, with its principal place of business located in Columbus, Ohio (hereinafter, with any successors, called the "Trustee"), as Trustee under the Trust Agreement hereinafter mentioned,

**WITNESSETH:**

WHEREAS, the University, pursuant to the General Bond Resolution adopted by its Board of Trustees (hereinafter called the "Board") on April 14, 1972, has entered into a Trust Agreement dated as of June 1, 1972 (of which the General Bond Resolution constitutes a part), and a First Supplemental Trust Agreement of even date therewith (of which the Series 1972 Resolution constitutes a part), with the Trustee providing for the issuance from time to time of General Receipts Bonds of the University, each such issue to be authorized by a Series Resolution adopted by the Board pursuant to the Trust Agreement, which Series Resolution shall authorize a Supplemental Trust Agreement, supplementing such Trust Agreement, pertaining to such issue of Bonds; and

WHEREAS, the University and the Trustee desire to cure certain formal defects in the Trust Agreement, more particularly in Sections 4 and 13 of the General Bond Resolution which constitutes a part thereof, and Section 1.01 of the Trust Agreement proper, through execution of this Supplement, in accordance with Section 8.01 of the Trust Agreement; and

WHEREAS, the Board adopted on November 25, 1974, the Series Resolution, designated and hereinafter referred to as the "Series 1974 Resolution", providing for the herein described Series 1974 Bonds and this Supplement, which Series 1974 Resolution is incorporated herein, constitutes an integral part of this Supplement, and provides, in its entirety, as follows:

**SERIES 1974 RESOLUTION**

Providing for the authorization, issuance and sale of \$15,175,000 General Receipts Bonds, Series 1974, of The President and Trustees of the Ohio University, dated as of December 1, 1974.

WHEREAS, The President and Trustees of the Ohio University (herein called the University"), a state university of the State of Ohio created and existing under Chapter 3337 of the Ohio Revised Code, by resolution adopted by its Board of Trustees (herein called the "Board") on April 14, 1972 (herein called the "General Bond Resolution") and by a Trust Agreement dated as of June 1, 1972, as supplemented (herein called the "Trust Agreement"), comprised in part of the General Bond Resolution, has provided for the issuance from time to time of General Receipts Bonds of the University, each such issue to be authorized by a Series Resolution adopted by the Board pursuant to the Trust Agreement; and

WHEREAS, the General Bond Resolution was adopted and the Trust Agreement was authorized by the Board pursuant to Sections 3345.11 and 3345.12 of the Ohio Revised Code, enacted by the General Assembly of Ohio under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, which authorizes the University to issue its Bonds to pay costs of certain capital facilities, defined as "auxiliary facilities" in Section 3345.12 of the Ohio Revised Code and called "University Facilities" in the General Bond Resolution and in this Series Resolution, and to refund, fund or retire such Bonds or other obligations previously issued for such purpose; and

WHEREAS, the University has heretofore issued its General Receipts Bonds, Series 1972, in the original principal amount of \$24,700,000 (herein the "Series 1972 Bonds"), which are presently outstanding in the aggregate amount of \$24,700,000, of which amount \$175,000 will mature on December 1, 1974; and

WHEREAS, the University does hereby determine that it is necessary to fund and retire the Housing and Dining Revenue Bonds, Series A, B, C, D, E, F, G and H (herein called the "Outstanding Revenue Bonds"), of the University, presently outstanding in the aggregate principal amount of \$21,805,000 and scheduled to mature serially on January 1 of each year from 1975 to 2007, inclusive, for the purposes hereinafter set forth; and

WHEREAS, the University has determined to issue, as the second issue of Bonds under the Trust Agreement \$15,175,000 principal amount of General Receipts Bonds, to be designated General Receipts Bonds, Series 1974, to fund and retire the Outstanding Revenue Bonds as aforesaid, and desires to provide therefor by this Resolution of its Board;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY, as follows:

Section 1. *Definitions and Interpretations.* All words and terms defined in Section 1 of the General Bond Resolution and elsewhere in the Trust Agreement and all interpretations therein provided shall have the same meanings, respectively, and be subject to the same interpretations as therein provided where used in this Resolution, unless the context or use clearly indicates another or different meaning or intent, except that this Resolution is sometimes herein called and may be known as the "Series 1974 Resolution", the Bonds authorized by this Resolution are referred to herein and in the Second Supplemental Trust Agreement hereby authorized as the "Series 1974 Bonds", and the terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean this Resolution.

Section 2. *Authority.* This Resolution is adopted pursuant to the General Bond Resolution, the Trust Agreement, and the Act.

**Section 3. Authorization, Designation and Purpose of Series 1974 Bonds.** It is hereby declared to be necessary to, and the University shall, issue, sell and deliver, as provided and authorized herein \$15,175,000 principal amount of General Receipts Bonds of the University, which shall be designated "General Receipts Bonds, Series 1974", for the purpose of funding and retiring the \$21,805,000 of Outstanding Revenue Bonds presently outstanding and heretofore issued to pay the costs of University Facilities, in order to reduce the University's expenditures for debt service in the fiscal years 1975 through 1981, inclusive, and thereby provide for substantially level Bond service charges on all Bonds of the University to be outstanding after issuance of the Series 1974 Bonds. For such purpose, the proceeds from the sale of the Series 1974 Bonds shall be allocated and deposited as provided in Section 6 hereof.

**Section 4. Terms and Provisions Applicable to the Series 1974 Bonds.**

(a) *Form and Numbering.* The Series 1974 Bonds shall be issued initially in the form of coupon Bonds registrable as to principal only, and shall be numbered from 1 upwards, in order of maturity.

(b) *Denomination and Dates.* The Series 1974 Bonds shall be in the denomination of \$5,000 each, and shall be dated as of December 1, 1974. Each Series 1974 Bond shall have only one principal maturity date, except for interim certificates, receipts or temporary Bonds which may be issued pending preparation of definitive Bonds.

(c) *Interest.* The Series 1974 Bonds shall bear interest from their respective dates payable semiannually on June 1 and December 1, beginning June 1, 1975, at the respective rates per annum set forth in the schedule appearing in subsection (d) below.

(d) *Maturity and Coupon Rates.* The Series 1974 Bonds shall mature on December 1 in the years and in the principal amount set opposite the year, and shall bear interest as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>
1978	\$105,000	8.250%	1995	\$ 370,000	8.000%
1979	115,000	8.250%	1996	390,000	8.000%
1980	125,000	8.250%	1997	420,000	8.000%
1981	140,000	8.250%	1998	445,000	8.000%
1982	150,000	8.250%	1999	480,000	8.100%
1983	165,000	8.250%	2000	515,000	8.100%
1984	175,000	7.250%	2001	555,000	8.100%
1985	190,000	7.250%	2002	590,000	8.200%
1986	205,000	7.250%	2003	630,000	8.200%
1987	220,000	7.250%	2004	680,000	8.200%
1988	235,000	7.250%	2005	735,000	8.200%
1989	250,000	7.500%	2006	790,000	8.250%
1990	265,000	7.500%	2007	860,000	8.250%
1991	280,000	7.750%	2008	925,000	8.250%
1992	300,000	7.750%	2009	995,000	8.250%
1993	325,000	7.875%	2010	1,070,000	8.250%
1994	345,000	7.875%	2011	1,135,000	8.250%

(e) *Redemption Terms and Prices.* The Series 1974 Bonds maturing on or before December 1, 1984, are not subject to redemption. Series 1974 Bonds maturing after December 1, 1984, are subject to call for redemption at the option of the University prior to their stated maturities, in whole or in part, on December 1, 1984, or on any interest payment date thereafter at par and

accrued interest to the date of redemption plus redemption premiums as follows:

- 3% if redeemed on or prior to June 1, 1989;
- 2½% if redeemed thereafter and on or prior to June 1, 1994;
- 2% if redeemed thereafter and on or prior to June 1, 1999;
- 1½% if redeemed thereafter and on or prior to June 1, 2004; and
- 1% if redeemed thereafter prior to maturity.

If less than all of the outstanding Series 1974 Bonds are called for redemption at one time, they shall be called in inverse order of the maturities of the Series 1974 Bonds outstanding. If less than all of the outstanding Series 1974 Bonds of one maturity are to be called, the selection of such Series 1974 Bonds of such maturity to be called shall be made by lot in the manner provided in the Trust Agreement. Notice of call for redemption of Series 1974 Bonds shall be given in the manner provided in the Trust Agreement.

(f) *Place of Payment and Paying Agents.* The principal, interest and redemption premium on the Series 1974 Bonds, other than principal of or any redemption premium on coupon Series 1974 Bonds registered as to principal, shall be payable at the office of the Trustee, or at the option of the holder, at the principal office of a bank designated by the Original Purchaser and approved by the Fiscal Officer, such approval to be evidenced by a certificate, a copy of which certificate shall be made a part of the Second Supplemental Trust Agreement authorized in Section 9 hereof.

(g) *Execution.* The Series 1974 Bonds and the coupons pertaining thereto shall be executed in the manner provided in the General Bond Resolution.

Section 5. *Contract of Purchase with respect to Series 1974 Bonds.* Any two of the Authorized Officers of the University are hereby authorized to enter into a contract of purchase with respect to sale and delivery of the Series 1974 Bonds, in substantially the form before this Board at this meeting. Upon execution of such contract of purchase on behalf of Merrill Lynch, Pierce, Fenner & Smith Incorporated, Seasongood & Mayer, Connors & Co. Inc., and associates (collectively, the "Original Purchaser"), each of the Authorized Officers of the University is hereby authorized and directed to take all action necessary and appropriate to effect delivery of the Series 1974 Bonds to the Original Purchaser and application of the proceeds of sale thereof in accordance with the provisions of this Resolution.

Section 6. *Allocation of Proceeds of Series 1974 Bonds; Escrow and Trust Agreement.* All of the proceeds from the sale of the Series 1974 Bonds shall be received and receipted for by the Fiscal Officer, and shall be deposited and allocated as follows:

(a) To the Bond Service Account in the General Receipts Bond Service Fund, the portion of such proceeds representing accrued interest and premium, if any; and

(b) To the purchase by the Authorized Officers of the University, or any of them, of \$13,551,014.50 principal amount book-entry United States Treasury Notes or Bonds - State and Local Government Series, from the United States of America, Department of the Treasury, Bureau of the Public Debt, or other direct and general obligations of the United States of America, from Merrill Lynch, Pierce, Fenner & Smith Incorporated, Seasongood & Mayer, and Connors & Co. Inc., or any combination thereof, as shall be approved by the Fiscal Officer, satisfactory to The City National Bank and Trust Company of Columbus, as trustee under the Trust Agreement dated as of January 1, 1962, as supplemented (herein called the "Prior Agreement") together with cash in the amount of \$1,083,163 from the proceeds of sale of the Series 1974 Bonds, sufficient together with obligations of the United States of America to be purchased from other funds pursuant to Section 8 hereof (without reinvestment) to pay as and when due the principal of and interest on the Outstanding Revenue Bonds to their respective serial maturities, which obligations of the United States of America and cash shall forthwith be deposited with The City National Bank and Trust Company of Columbus, as trustee under the Prior Agreement, pursuant to Section 13.01 thereof, in order to effect the satisfaction, cancellation and discharge of the Prior Agreement, The City National Bank and Trust Company of Columbus, as such trustee, being requested hereby to execute and deliver proper instruments acknowledging satisfaction of and cancelling the Prior Agreement in accordance with Section 13.01 thereof. The Chairman

of the Board, the President of the University, the Secretary of the Board, and the Fiscal Officer, or any one or more of them, are hereby authorized and directed to execute and deliver to The City National Bank and Trust Company of Columbus, as trustee under the Prior Agreement, an Escrow and Trust Agreement in substantially the form submitted to this Board with such changes therein not substantially adverse to the University as may be permitted by the Act and the Prior Agreement and approved by the officers executing the same on behalf of the University, the approval of such changes and the fact that such changes are not substantially adverse to the University to be conclusively evidenced by the execution of such Escrow and Trust Agreement by such officers, in order to confirm and provide for the exercise of the powers and duties of this Board, the University and The City National Bank and Trust Company of Columbus, as such trustee, with respect to the obligations of the United States of America to be deposited with The City National Bank and Trust Company of Columbus, as such trustee, under this Resolution, Section 13.01 of the Prior Agreement, and other relevant provisions of said Prior Agreement, and to protect the rights of the holders and owners from time to time of the Outstanding Revenue Bonds.

*Section 7. Additional Covenants.*

(a) This Board hereby finds and determines that all of the proceeds from the sale of the Series 1974 Bonds (except accrued interest and premium, if any, as provided in Section 6(a) hereof, and cash in the amount of \$1,083,163, to be deposited as prescribed in Section 6(b) hereof) will be needed to purchase the obligations of the United States of America described in Section 6(b) hereof. This Board hereby covenants, for and on behalf of the University, that it will restrict the use of the proceeds of the Series 1974 Bonds in such manner and to such extent as may be necessary, in view of reasonable expectations at the time of issuance of the Series 1974 Bonds, so that the Series 1974 Bonds will not constitute "arbitrage bonds" under Section 103(d) of the Internal Revenue Code and regulations prescribed under such Section. The Fiscal Officer or any other officer of the University having responsibility with respect to issuance of the Series 1974 Bonds is hereby authorized and directed to give an appropriate certificate for inclusion in the transcript of proceedings with respect to the Series 1974 Bonds, setting forth the facts, estimates and reasonable expectations pertinent under said Section 103(d) and regulations prescribed under such Section.

(b) This Board covenants that so long as any Series 1974 Bonds are outstanding, it will adopt and enforce such lawful parietal and other rules, with reasonable classifications and appropriate exceptions, as are necessary to assure maximum occupancy and use of its housing, dining and auxiliary facilities, including parking facilities, consistent with the maintenance of the University as an academic community and the economic viability of such facilities.

(c) There are presently outstanding \$5,975,000 The Ohio University Convocation Center Notes of 1974 (herein called the "1974 Notes"), dated as of May 17, 1974, and maturing May 16, 1975, issued under and pursuant to a resolution of the Board adopted April 25, 1974, and in anticipation of the issuance of The Ohio University Student Facilities Revenue Bonds authorized by a resolution of the Board adopted January 5, 1966 (herein called the "1966 Resolution"). Principal of and interest on the 1974 Notes is payable from the "Pledged Receipts," after provision for "Operating and Maintenance Expenses," if any, of the "Pledged Facilities," as each such term is defined in the 1966 Resolution, and the 1974 Notes are secured by a lien upon such "Pledged Receipts," but are not a claim upon or lien against any other property of the University or the State, and the 1974 Notes are not debts or bonded indebtedness of the State nor general obligations of the State or the University, and the full faith and credit thereof are not pledged thereto. Said lien upon such "Pledged Receipts" represents a prior lien upon the General Receipts, to the extent of such "Pledged Receipts," as so defined. The University hereby covenants that no bonds or notes will be issued under the 1966 Resolution except to fund or refund (i) the 1974 Notes or (ii) any notes hereafter issued to fund or refund the 1974 Notes.

*Section 8. Disposition of Balances on Deposit in Bond and Interest Sinking Fund Account and Repair and Replacement Reserve Account Under Prior Agreement.*

(a) Upon satisfaction and discharge of the Prior Agreement, the balance on deposit in the Bond and Interest Sinking Fund Account under the Prior Agreement (excluding the debt service reserve in such Account), less an amount equal to the face amount of any of the Out-

standing Revenue Bonds and coupons appertaining thereto which have matured but have not been presented for payment, shall be deposited and allocated as follows:

(i) To the purchase by the Authorized Officers of the University, or any of them, of not in excess of \$396,000 principal amount book-entry United States Treasury Notes or Bonds — State and Local Government Series, from the United States of America, Department of the Treasury, Bureau of the Public Debt, or other direct and general obligations of the United States of America, from Merrill Lynch, Pierce, Fenner & Smith Incorporated, Seasongood & Mayer, and Conners & Co. Inc., or any combination thereof, as shall be approved by the Fiscal Officer, satisfactory to The City National Bank and Trust Company of Columbus, as Trustee under the Prior Agreement, for deposit with said Trustee together with the obligations to be purchased under Section 6(b) hereof; and

(ii) For deposit in the Bond Pledge Fund, the balance remaining in the said Bond and Interest Sinking Fund Account (excluding the debt service reserve in such Account) after compliance with Section 8(a)(i) hereof.

Of the amount on deposit in the debt service reserve in the said Bond and Interest Sinking Fund Account \$1,969,073, representing the amount necessary fully to fund the Required Reserve necessitated by reason of the Series 1974 Bonds, in accordance with clause (2)(i) of Section 7(b) of the General Bond Resolution, shall upon such satisfaction and discharge be deposited to the credit of the Bond Service Reserve Account, and the balance remaining in said debt service reserve shall be deposited in the Bond Pledge Fund.

(b) Upon satisfaction and discharge of the Prior Agreement, the balance on deposit in the Repair and Replacement Reserve Account under the Prior Agreement shall be deposited in the Bond Pledge Fund.

**Section 9. *Second Supplemental Trust Agreement.*** The Chairman of the Board, the President of the University, the Secretary of the Board, and the Fiscal Officer, or any one or more of them, are authorized and directed to execute, acknowledge and deliver to the Trustee, in the name of and on behalf of the University, a Second Supplemental Trust Agreement pursuant to the Trust Agreement, for the purpose of curing formal defects, and in connection with the issuance of the Series 1974 Bonds, in substantially the form submitted to this Board with such changes therein not substantially adverse to the University as may be permitted by the Act and the Trust Agreement and approved by the officer or officers executing the same on behalf of the University. The approval of such changes, and the fact that such changes are not substantially adverse to the University, shall be conclusively evidenced by the execution of the Second Supplemental Trust Agreement by such officer or officers.

**Section 10. *Official Statement.*** The Vice President and Treasurer of the University is hereby authorized and directed to execute and deliver an Official Statement with respect to the Series 1974 Bonds, in substantially the form before this meeting, for the purpose of making available to potential investors in said Series 1974 Bonds the information therein contained.

**Section 11. *Temporary Series 1974 Bonds.*** Pending the preparation of definitive Series 1974 Bonds the University may execute and the Trustee shall authenticate and deliver temporary Series 1974 Bonds in printed or typewritten form. Temporary Series 1974 Bonds shall be issuable in fully registered form, without coupons, of any denomination, and substantially in the form of the definitive Series 1974 Bonds but with such omissions, insertions and variations as may be appropriate for temporary Series 1974 Bonds, all as may be determined by the Fiscal Officer. Every temporary Series 1974 Bond shall be executed on behalf of the University, and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Series 1974 Bonds. If one or more temporary Series 1974 Bonds are issued, then without unnecessary delay the University shall execute and furnish definitive Series 1974 Bonds and thereupon temporary Series 1974 Bonds may be surrendered to the Trustee in exchange therefor without charge, and the Trustee shall authenticate and deliver in exchange for such temporary Series 1974 Bonds an equal aggregate principal amount of definitive Series 1974 Bonds. Until so exchanged the temporary Series 1974 Bonds shall be entitled to the same benefits under the Trust Agreement as definitive Series 1974 Bonds.

Adopted: November 25, 1974.

WHEREAS, the bank at which the Series 1974 Bonds are to be alternately payable has been designated by the Original Purchaser and approved by the Fiscal Officer pursuant to Section 4(f) of the Series 1974 Resolution, such approval being evidenced by a certificate in the following form:

**FISCAL OFFICER'S  
CERTIFICATE OF APPROVAL OF ALTERNATE  
PAYING AGENT WITH RESPECT TO  
GENERAL RECEIPTS BONDS, SERIES 1974**

The undersigned Vice President and Treasurer of The Ohio University, being the "Fiscal Officer" thereof as that term is defined in the Trust Agreement dated as of June 1, 1972, by and between The President and Trustees of the Ohio University and its Board of Trustees and The Ohio National Bank of Columbus, as supplemented, hereby approves, pursuant to Section 4(f) of the Series 1974 Resolution forming part of the Second Supplemental Trust Agreement dated as of December 1, 1974, the following bank as alternate Paying Agent with respect to the General Receipts Bonds, Series 1974, to be issued pursuant to said Trust Agreement as supplemented:

**FIRST NATIONAL CITY BANK  
New York, New York 10015**

This 2nd day of December, 1974.

/s/ John F. Milar  
\_\_\_\_\_  
John F. Milar  
Vice President and Treasurer  
The Ohio University

WHEREAS, the texts of the Series 1974 Bonds, the coupons to be attached thereto, the certificate of authentication of the Trustee to be endorsed thereon and other provisions to be included therein are to be substantially in the following forms with appropriate omissions, insertions and variations as in the Trust Agreement provided or permitted:

**COUPON BOND FORM**

United States of America

State of Ohio

The President and Trustees of the Ohio University

General Receipts Bond, Series 1974

No.

\$5,000

The President and Trustees of the Ohio University and its Board of Trustees (hereinafter collectively called the "University"), a state university of the State of Ohio created and existing pursuant to Chapter 3337 of the Ohio Revised Code, for value received, promises to pay to bearer, or, if this Bond be registered, to the registered holder hereof, from the sources and in the manner hereinafter referred to, the principal sum of

**FIVE THOUSAND DOLLARS (\$5,000)**

on December 1, , and to pay from said sources interest thereon from the date hereof at the rate of percentum ( %) per annum semi-annually on June 1 and December 1 of each year, commencing June 1, 1975, as evidenced by the coupons hereto attached, until payment of such principal sum has been made or duly provided for. Principal and interest are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent, at the principal corporate trust office of the Trustee; presently The Ohio National Bank of Columbus, Columbus, Ohio 43215, or, at the option of the holder, at the principal corporate trust office of First National City Bank, New York, New York 10015, (such agents for payment including the Trustee being herein called the "Paying Agents"), upon presentation and surrender of this Bond and the coupons attached hereto as they respectively mature, provided that if this Bond is registered as to principal other than to bearer then the principal hereof is payable only at said office of the Trustee.

This Bond is one of the General Receipts Bonds (hereinafter collectively called the "Bonds") authorized and from time to time to be authorized in various series under and pursuant to Section 2i of Article VIII, Ohio Constitution, Sections 3345.11 and 3345.12 of the Ohio Revised Code, the General Bond Resolution (hereinafter called the "General Bond Resolution") adopted by the Board of Trustees of the University (hereinafter called the "Board") on April 14, 1972, a Series Resolution authorizing each issue, and the Agreement described below, for the purpose of paying costs of University Facilities (as defined in the General Bond Resolution) and to refund, fund or retire obligations issued for such purpose. As provided in and subject to said Agreement, the Bonds may be issued from time to time in one or more series, in various principal amounts, with different maturities and interest rates, and may otherwise vary. The aggregate principal amount of Bonds which may be issued is not limited except as provided in said Agreement or as may hereafter be provided by law, and all Bonds will be equally and ratably secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the said Agreement.

The Bonds are all to be issued under the Trust Agreement (of which the General Bond Resolution is a part) dated as of June 1, 1972, between the University and the above-named Trustee; as the same has been or may be supplemented or amended in accordance with its terms. Such Trust Agreement and amendments thereto and any applicable Supplemental Trust Agreement, including the Series Resolution constituting part thereof, are herein referred to collectively as

the "Agreement". The term "Trustee" as used herein refers to said Trustee or any successor Trustee appointed pursuant to the Agreement. Reference is made to the Agreement for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the University, the Trustee and the holders of the Bonds and coupons, and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Agreement each holder, by the acceptance hereof, assents.

This Bond is one of a series of the Bonds, designated General Receipts Bonds, Series 1974 (hereinafter called the "Series 1974 Bonds"), in the aggregate principal amount of \$15,175,000, authorized by and issued pursuant to the Series 1974 Resolution adopted by the Board on November 25, 1974 (hereinafter called the "Series 1974 Resolution") and the Agreement, including the First Supplemental Trust Agreement thereto dated as of June 1, 1972, and the Second Supplemental Trust Agreement thereto dated as of December 1, 1974, of which the Series 1974 Resolution is a part, for the purpose of funding and retiring revenue bonds heretofore issued for the purpose of paying costs of University Facilities, as defined in the Agreement.

The Series 1974 Bonds are issuable as coupon bonds, registrable as to principal, in the denomination of \$5,000. This Bond and appurtenant coupons are negotiable instruments but this Bond may be registered as to principal in accordance with the provisions endorsed hereon and the terms and conditions provided in the Agreement.

The University hereby reserves the right to call and redeem the Series 1974 Bonds maturing after December 1, 1984, as a whole, or in part in inverse order of maturity, on December 1, 1984, or on any interest payment date thereafter, at par and accrued interest to the redemption date, plus redemption premiums of 3% if redeemed on or prior to June 1, 1989; 2½% if redeemed thereafter and on or prior to June 1, 1994; 2% if redeemed thereafter and on or prior to June 1, 1999; 1½% if redeemed thereafter and on or prior to June 1, 2004; and 1% if redeemed thereafter prior to maturity.

Such right of redemption shall be exercised by notice, specifying the Series 1974 Bonds to be called, the date fixed for redemption and the places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Agreement therefor, shall be published at least twice in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than thirty days prior to the redemption date. If Series 1974 Bonds are duly called for redemption and if on such redemption date moneys for the redemption thereof, together with interest thereon to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such date such Series 1974 Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequently shall be void, and said Series 1974 Bonds and coupons shall not be deemed to be outstanding under the Agreement.

Principal, interest, and any redemption premium on the Bonds (hereinafter collectively called the "Bond service charges") are payable solely from, and such payment is secured by a pledge of and lien on, the gross amount of the General Receipts of the University and the Bond Pledge Fund and the Bond Service Fund, all as defined, and to the extent and in the manner provided, in the Agreement, subject to certain prior pledges of portions of the General Receipts described in the Agreement; provided, however, that nothing herein or in the Agreement shall be deemed to prohibit the University, of its own volition, from using to the extent lawfully authorized to do so any other resources for such payment. Such General Receipts are more particularly defined in the General Bond Resolution as all moneys received by the University including, among other receipts, all gross fees, deposits, charges, receipts and income from all or any part of the students of the University, whether designated as tuition, instructional fees, tuition surcharges, general fees, or other special purpose fees, or otherwise designated, and all gross income, revenues and receipts from University Facilities; and as excluding certain receipts as provided in

the General Bond Resolution, among which are moneys raised by taxation and state appropriations until and unless the pledge thereof to the payment of Bond service charges is authorized by law and provided for by Supplemental Trust Agreement approved by the Board, and specified receipts pledged to secure other bonds of the University. The Bond Pledge Fund is a special trust fund held in the custody of the University into which the University shall pay at specified times in each fiscal year, as provided in the General Bond Resolution, from its collections of General Receipts, moneys sufficient in time and amount to meet all payments required to be made in such fiscal year to the Bond Service Fund. The Bond Service Fund, comprised in part of the Bond Service Account and the Bond Service Reserve Account, is held in the custody of the Trustee, and is pledged to the payment of Bond service charges on all Bonds as provided in the Agreement. As required by the Agreement, the University shall make payments to the Bond Service Fund from the Bond Pledge Fund and, if necessary, from other General Receipts, of amounts sufficient to pay Bond service charges as they come due and to establish and maintain the Required Reserve in the Bond Service Reserve Account. The holders or owners of the Bonds or appertaining interest coupons shall have no right to have excises or taxes levied by the General Assembly of Ohio for the payment of Bond service charges.

Except as provided in the Agreement, the holders or registered holders of the Bonds are not entitled to enforce the provisions of the Agreement or to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Agreement or to take any action with respect to any event of default under the Agreement.

In addition to the provisions contained in the Agreement authorizing the University and the Trustee, without the consent of or notice to any Bondholder, to enter into Supplemental Trust Agreements not inconsistent with the Agreement and for certain purposes specified therein, the Agreement contains provisions authorizing such parties, with the consent of the holders of not less than  $66\frac{2}{3}\%$  in aggregate principal amount of the Bonds at the time outstanding, exclusive of any Bonds then held or owned by the University, to enter into Supplemental Trust Agreements for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms and provisions of the Agreement; provided, however, that no such Supplemental Trust Agreement shall extend the maturity of the principal of or the interest on any Bond or reduce the principal amount of any Bond or the rate of interest or redemption premium thereon without the consent of the holder of each Bond so affected, or reduce the aggregate principal amount of the Bonds required for consent to such Supplemental Trust Agreement without the consent of the holders of all Bonds then outstanding.

If an event of default in payment of Bond service charges or other default shall occur, as defined in the Agreement, the principal of Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Agreement, but subject to waiver of such event of default or rescission of such declaration as provided in the Agreement.

This Bond shall not constitute the personal obligation, either jointly or severally, of the members or officers of the Board or the officers of the University.

Neither this Bond nor any of the appertaining coupons shall be entitled to any security or benefit under the Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

It is hereby certified and recited that all acts, conditions and things necessary to be done by the University precedent to and in the issuing of the Series 1974 Bonds in order to make them legal, valid and binding obligations of the University in accordance with their terms have been done and performed and have happened in regular and due form as required by law; that payment in full for the Series 1974 Bonds has been received; and that the Series 1974 Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, The President and Trustees of the Ohio University and its Board of Trustees has caused this Bond to be executed by the facsimile signature of the President of the University, and by the facsimile signature of the Vice President and Treasurer of the University, and the facsimile seal of the University to be imprinted hereon, and the interest coupons attached hereto to be executed by the facsimile signature of the Vice President and Treasurer of the University, all as of December 1, 1974.

**THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY  
and  
THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES  
OF THE OHIO UNIVERSITY**

(facsimile signature of President)  
By: \_\_\_\_\_

(facsimile signature of Vice President and Treasurer)  
And by: \_\_\_\_\_

**PROVISIONS FOR REGISTRATION**

This Bond may be registered as to principal alone on the registration books of the University kept by the Trustee as Bond Registrar, upon presentation hereof to the Trustee which shall make notation of such registration in the registration blank below, and this Bond may thereafter be transferred only upon an assignment duly executed by the registered holder or his attorney in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to or on the order of the registered holder or his attorney. Notwithstanding the registration of this Bond as to principal alone as aforesaid, the coupons will remain payable to bearer and shall continue to be transferable by delivery.

Date of Registration	Name of Registered Holder	Signature of Authorized Officer of Bond Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FORM OF INTEREST COUPON**

No. \_\_\_\_\_ \$ \_\_\_\_\_  
[Unless the Bond described below shall have been duly called for previous redemption and payment of the redemption price duly made or provided for,]\* on June/December 1, \_\_\_\_\_, The President and Trustees of the Ohio University and its Board of Trustees will pay to bearer, from the sources and in the manner provided in the Agreement referred to in the Bond described below, on presentation and surrender of this coupon at the principal corporate trust office of the Trustee, presently The Ohio National Bank of Columbus, Columbus, Ohio 43215, or at First National City Bank, New York, New York 10015, the amount shown hereon, being interest then due on its General Receipts Bond, Series 1974, dated December 1, 1974, No. \_\_\_\_\_

(facsimile signature of Vice President and Treasurer)  
\_\_\_\_\_

\*Bracketed clause appears on coupons maturing after the first call date shown on the Bond face.

**FORM OF TRUSTEE'S  
AUTHENTICATION CERTIFICATE**

This Bond is one of the Bonds issued under the provisions of the within mentioned Agreement and the Second Supplemental Trust Agreement thereto.

The Ohio National Bank of Columbus, Trustee

By \_\_\_\_\_  
Authorized Officer

WHEREAS, the University has, or will have in all respects complied with the provisions of the Trust Agreement so as to be entitled to execute and to have authenticated and delivered by the Trustee \$15,175,000 General Receipts Bonds, Series 1974, being the second issue of Bonds pursuant to the Trust Agreement; and

WHEREAS, pursuant to the applicable provisions of Article VIII of the Agreement and particularly Section 8.01(i) and (vi) thereof, the University desires by this Supplement and the Series 1974 Resolution comprising part thereof to provide for the issuance pursuant to the Trust Agreement of the Series 1974 Bonds;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST AGREEMENT, WITNESSETH that in order to cure certain formal defects in the Trust Agreement, to secure the payment of the Bond service charges on the Series 1974 Bonds according to their true intent and meaning, and to secure the performance and observance of all covenants and conditions therein, herein, and in the Trust Agreement contained, and for and in consideration of the premises and of the purchase and acceptance of the Series 1974 Bonds by the holders thereof from time to time, and the acceptance by the Trustee of the further trusts hereby created, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the University has executed and delivered this Second Supplemental Trust Agreement.

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Trust Agreement and particularly in this Supplement set forth for the security of all present and future holders of the Bonds and appurtenant coupons issued or to be issued under and secured by the Trust Agreement, without priority of any one Bond or coupon over any other by reason of series designation, number, date of authorization, issuance, sale, execution or delivery, date of the Bonds or of maturity, except as may be otherwise permitted by the General Bond Resolution.

Section 1. *Incorporation of Resolution.* The terms and provisions of the Series 1974 Resolution, as set forth in the preambles hereto, constitute part of this Supplement as if such terms and provisions were here set forth.

Section 2. *Form, Execution and Delivery.* The Series 1974 Bonds shall be executed, authenticated and delivered as provided herein and in the Trust Agreement, and said Series 1974 Bonds, the coupons to be attached thereto, and the certificate of authentication of the Trustee to be endorsed thereon, shall be substantially in the forms provided in the preambles hereto with any necessary modifications to conform hereto.

Section 3. *Formal Defects.* The phrase "President of the Board" appearing in the third paragraph of Section 4 of the General Bond Resolution, in the last paragraph of Section 13 of the General Bond Resolution, and in Section 1.01 of the Trust Agreement, is hereby amended to read "Chairman of the Board," except in the case of said Section 1.01, where the phrase including such phrase is hereby amended to read "Chairman or Secretary of the Board".

Section 4. *Concerning the Trustee.* The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Trust Agreement and particularly in this Supplement set forth.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplement or the due execution thereof by the University, nor for or in respect of the recitals herein contained, all of which recitals are made by the University solely.

IN WITNESS WHEREOF, the University has caused this Second Supplemental Trust Agreement to be executed by its duly authorized officers and the seal of the University to be hereunto affixed, and The Ohio National Bank of Columbus, Columbus, Ohio, as Trustee, in token of its acceptance of the trusts created hereunder, has caused this Second Supplemental Trust Agreement to be executed in its name by its duly authorized officers and has caused its seal to be hereunto affixed, all as of the day and year first above written, but actually on the dates of the respective acknowledgments.

THE PRESIDENT AND TRUSTEES  
OF THE OHIO UNIVERSITY.  
and  
THE BOARD OF TRUSTEES OF  
THE PRESIDENT AND  
TRUSTEES OF THE OHIO UNIVERSITY

By /S/ HARRY B. CREWSON  
President of the University

By /S/ JOHN F. MILAR  
Vice President and Treasurer [SEAL]  
of the University

THE OHIO NATIONAL BANK OF COLUMBUS,  
Trustee

By /S/ HENRY C. RUEGG  
Vice Pres. & Senior Trust Officer

By /S/ P. JOSEPH SESLER  
Trust Officer [SEAL]

STATE OF OHIO  
COUNTY OF ATHENS SS:

On this 2nd day of December, 1974, before me, a Notary Public in and for said County and State, personally appeared Harry B. Crewson and John F. Milar, the President and Vice President and Treasurer, respectively, of The Ohio University, and acknowledged the execution and ensailing of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said University and the voluntary act and deed of said University.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

/S/ HARRY CHARLES BUCK NIEHOFF  
Notary Public [SEAL]

HARRY CHARLES BUCK NIEHOFF  
Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration date.  
Section 147.03 O.R.C.

STATE OF OHIO  
COUNTY OF FRANKLIN SS:

On this 2nd day of December, 1974, before me, a Notary Public in and for said County and State personally appeared Henry C. Ruegg and P. Joseph Sesler, Vice Pres. & Senior Trust Officer and Trust Officer, respectively, of The Ohio National Bank of Columbus, the bank which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said bank, that they did sign said instrument as such officers, respectively, for and on behalf of said bank and by authority granted in its rules and regulations and by its Board of Directors; that the same is their free act and deed as such officers, respectively, and the free act and deed of said The Ohio National Bank of Columbus.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

/S/ ROBERT W. SHULTZ  
Notary Public [SEAL]

ROBERT W. SHULTZ  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
My Commission expires June 25, 1979

**Interest exempt, in the opinion of Bond Counsel, from Federal income taxation  
under present laws, regulations and decisions**

NEW ISSUE

Ratings

Moody's—A

Standard & Poor's—AA**\$15,175,000****THE OHIO UNIVERSITY****General Receipts Bonds, Series 1974**

Dated December 1, 1974

Due December 1, as shown below

Principal and semi-annual interest (June 1 and December 1, first coupon June 1, 1975) payable at The Ohio National Bank of Columbus, Columbus, Ohio, or at First National City Bank, New York, New York; issuable as coupon bonds, registrable as to principal only.

The Series 1974 Bonds are redeemable in whole, or in part in inverse order of maturity and by lot within a maturity, on December 1, 1984, or on any interest payment date thereafter, at the principal amount thereof and accrued interest, together with a premium of 3% if redeemed on or prior to June 1, 1989, 2½% if redeemed thereafter and on or prior to June 1, 1994, 2% if redeemed thereafter and on or prior to June 1, 1999, 1½% if redeemed thereafter and on or prior to June 1, 2004, and 1% if redeemed thereafter prior to maturity.

The Series 1974 Bonds are being issued pursuant to a Trust Agreement dated as of June 1, 1972, as supplemented, including a Second Supplemental Trust Agreement to be dated as of December 1, 1974, with The Ohio National Bank of Columbus, Columbus, Ohio, Trustee, under which \$24,525,000 principal amount of Series 1972 Bonds, which mature serially to and including December 1, 2011, are also outstanding. Bonds secured by the Trust Agreement are payable solely from and are secured by a lien on and an irrevocable pledge of the General Receipts of the University. Moneys received in the form of State appropriations are not pledged to the payment of such Bonds.

The Ohio University is a State university.

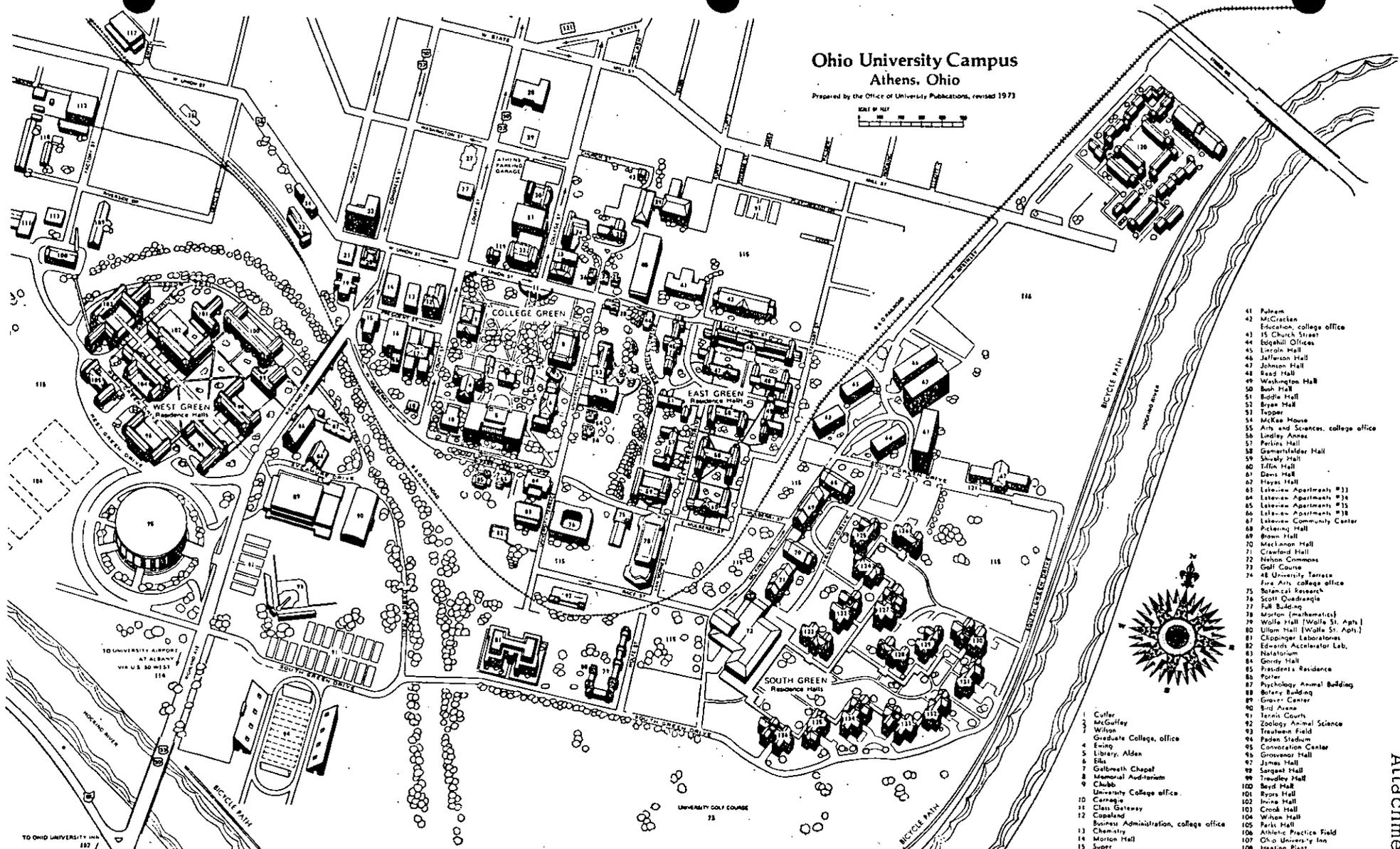
<u>Amount</u>	<u>Coupon</u>	<u>Due December 1</u>	<u>Yield</u>	<u>Amount</u>	<u>Coupon</u>	<u>Due December 1</u>	<u>Yield or Price</u>
\$105,000	8¾%	1978	6.10%	\$ 370,000	8%	1995	7.90%
115,000	8¾	1979	6.20	390,000	8	1996	7.95
125,000	8¾	1980	6.30	420,000	8	1997	100
140,000	8¾	1981	6.40	445,000	8	1998	100
150,000	8¾	1982	6.50	480,000	8.10	1999	100
165,000	8¾	1983	6.60	515,000	8.10	2000	100
175,000	7¾	1984	6.70	555,000	8.10	2001	100
190,000	7¾	1985	6.80	590,000	8.20	2002	100
205,000	7¾	1986	6.90	630,000	8.20	2003	100
220,000	7¾	1987	7.00	680,000	8.20	2004	100
235,000	7¾	1988	7.15	735,000	8.20	2005	100
250,000	7½	1989	7.30	790,000	8¼	2006	100
265,000	7½	1990	7.45	860,000	8¼	2007	N.R.
280,000	7¾	1991	7.60	925,000	8¼	2008	N.R.
300,000	7¾	1992	7.70	995,000	8¼	2009	N.R.
325,000	7¾	1993	7.80	1,070,000	8¼	2010	N.R.
345,000	7¾	1994	7.85	1,135,000	8¼	2011	N.R.

(Accrued interest to be added)

*The Series 1974 Bonds in temporary form have been delivered to the Underwriters, with the unqualified approving opinion of Peck, Shaffer & Williams, Bond Counsel, Cincinnati, Ohio. Certain legal matters were passed upon for the Underwriters by Brown, Wood, Fuller, Caldwell & Ivey, New York, N. Y. The Series 1974 Bonds in definitive form are expected to be available for delivery on or about December 18, 1974.*

# Ohio University Campus Athens, Ohio

Prepared by the Office of University Publications, revised 1973



41	Fulmer
42	McCracken
43	Education, college office
44	Eschall Offices
45	Lincoln Hall
46	Jefferson Hall
47	Johnson Hall
48	Read Hall
49	Washington Hall
50	Book Hall
51	Bottle Hall
52	Bryan Hall
53	Tappan
54	McKee House
55	Arts and Sciences, college office
56	Lindley Annex
57	Parsons Hall
58	Gamersfelder Hall
59	Shaw Hall
60	Iffin Hall
61	Davis Hall
62	Plays Hall
63	Lettsen Apartments #31
64	Lettsen Apartments #36
65	Lettsen Apartments #35
66	Lettsen Apartments #18
67	Lettsen Community Center
68	Pickering Hall
69	Brown Hall
70	McClannon Hall
71	Crawford Hall
72	Newton Commons
73	Golf Course
74	48 University Terrace
75	Arts, college office
76	Botanical Research
77	Scott Quadrangle
78	Full Building
79	Chemistry (mathematical)
80	Wolfe Hall (Wolfe St. Apts.)
81	Ullom Hall (Wolfe St. Apts.)
82	Edwards Accelerator Lab.
83	Naturatorium
84	Chapman Hall
85	President's Residence
86	Porter
87	Psychology Animal Building
88	Bolery Building
89	Grover Center
90	Brill Annex
91	Terrace Court
92	Zoology Animal Science
93	Treatman Field
94	Parsons Stadium
95	Convocation Center
96	Grovesnor Hall
97	Jones Hall
98	Sargeant Hall
99	Troutley Hall
100	Beard Hall
101	Ryers Hall
102	Irvine Hall
103	Crosby Hall
104	Wilson Hall
105	Park Hall
106	Athletic Practice Field
107	OKO University Inn
108	Heating Plant
109	University Garage
110	Physical Hall
111	Food Services Building
112	Stores
113	Laundry
114	Bus Airport
115	Recreation Areas
116	International House
117	Administrative Annex
118	ID E. Union Street
119	Mad Street Apartments
120	Bus Stations
121	Fernal House
122	O'Brien House
123	Cady Hall
124	Porter House
125	Communication college office
126	Wolfe Hall
127	Metzger House
128	Ward House
129	Ward Hall
130	Vogel Hall
131	Hudson Health Center
132	Fire House
133	Wolfe Hall (Wolfe St. Apts.)
134	Wright House
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220	Wright House



780

**SHORT STATEMENT**

*(Subject to more complete information in this Official Statement)*

The Ohio University is a State university of Ohio. It was established by the Ohio Legislature in 1804 and was the first university in the Northwest Territory. The University's main campus is located on 590 acres in Athens, Ohio, approximately 75 miles southeast of Columbus, Ohio. Its properties also include five regional campuses and an academic center in the surrounding area totalling 906 acres, 112 acres in Athens for further development, a University airport in Albany, Ohio, of 309 acres, and 456 acres near a regional campus, 40 acres of which are virgin forest used for plant and animal study.

The University had a total Fall enrollment of 17,514 students in 1974. There are more than 780 full-time faculty members, and total faculty numbers over 1260.

Series 1974 Bond proceeds were used to purchase direct and general obligations of the United States which were deposited in trust to discharge the University's Trust Agreement dated as of January 1, 1962, as supplemented, and will be used, with interest accruing thereon, for the retirement, at maturity, of the University's Housing and Dining Revenue Bonds, Series A, B, C, D, E, F, G and H.

The Series 1974 Bonds are secured by a pledge of the General Receipts of the University (as defined in the Trust Agreement dated as of June 1, 1972, as supplemented), which amounted to \$32,149,666 in fiscal 1974. A 1972 bond issue under such 1972 Trust Agreement, which is on a parity with the Series 1974 Bonds, is outstanding in the amount of \$24,525,000. Maximum annual debt service on the Series 1972 and 1974 Bonds of \$2,924,363 occurs in 2010.

Additional Bonds may be issued by the University under the 1972 Trust Agreement provided, among other things, that the General Receipts of the University during each of the two preceding fiscal years were at least equal to two times the maximum amount required to be paid in any subsequent fiscal year for Bond service charges on all Bonds to be outstanding upon the original delivery of the additional Bonds.

This Official Statement does not constitute an offer to sell Series 1974 Bonds in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. No dealer, salesman or any other person has been authorized to give any information or make any representation, other than those contained herein, in connection with the offering of the Series 1974 Bonds, and if given or made, such information or representation must not be relied upon. Neither the delivery of this Official Statement nor the sale of any Series 1974 Bonds implies that there has been no change in the matters described herein since the date hereof.

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**Official Statement of**  
**The President and Trustees of**  
**THE OHIO UNIVERSITY**  
**relating to the**  
**\$15,175,000 General Receipts Bonds, Series 1974**

The purpose of this Official Statement (including the cover page, map, Short Statement and Appendix) is to set forth information concerning The President and Trustees of the Ohio University (the "University") and the University's \$15,175,000 General Receipts Bonds, Series 1974 (the "Series 1974 Bonds").

Issuance of the Series 1974 Bonds is authorized pursuant to general laws of the State of Ohio, particularly Sections 3345.11 and 3345.12 of the Ohio Revised Code (the "Act"). The Series 1974 Bonds are being issued pursuant to a Trust Agreement, dated as of June 1, 1972, a First Supplemental Trust Agreement, dated as of June 1, 1972, and a Second Supplemental Trust Agreement, to be dated as of December 1, 1974, by and between the University and The Ohio National Bank of Columbus, Columbus, Ohio, as Trustee, and pursuant to the University's General Bond Resolution and its Series Resolution authorizing the Series 1974 Bonds. Such Trust Agreement, as supplemented, incorporating such Resolutions, is herein called the "1972 Trust Agreement", and all bonds which may be issued thereunder are herein called the "Bonds".

**PURPOSE OF ISSUE AND SECURITY**

The net proceeds from the sale of the Series 1974 Bonds (\$14,634,177.50 after underwriting discount; the Underwriters will pay legal, printing and other expenses) were used, with other funds of the University, to purchase direct and general obligations of the United States which were deposited in trust to discharge the Trust Agreement dated as of January 1, 1962, as supplemented, by and between the University and The City National Bank and Trust Company of Columbus, Columbus, Ohio, as trustee (the "1962 Trust Agreement"). Such obligations, including interest accruing thereon, will be used for the retirement, at maturity, of all bonds issued under the 1962 Trust Agreement, being Series A, B, C, D, E, F, G and H, last maturing in 2007. Such bonds, currently in the aggregate principal amount of \$21,805,000, were issued to finance part of the cost of the University's housing and dining facilities. The University is refunding the bonds issued under the 1962 Trust Agreement in order to provide for approximately level debt service through 2011, which will reduce its expenditures for debt service in fiscal 1975 through 1981. In addition, approximately \$1,890,035 which was held in reserve under the 1962 Trust Agreement has been deposited in the Bond Pledge Fund and is available for debt service, under the 1972 Trust Agreement. Approximately \$1,969,073 so held in reserve has been deposited in the Bond Service Reserve Account under the 1972 Trust Agreement.

The Bonds are payable solely from the General Receipts of the University, which are all moneys received by the University including but not limited to all gross fees, deposits, charges, receipts and income from all or any part of the students of the University, whether designated as tuition, instructional fees, tuition surcharges, general fees, activity fees, health fees or other special purpose fees or otherwise designated; all gross income, revenues and receipts from the operation, ownership, or control of University Facilities; all grants, gifts, donations and pledges and receipts therefrom; and the proceeds of the sale of obligations, including proceeds of obligations issued to refund obligations previously issued, to the extent and as allocated to Bond service charges under the proceedings authorizing such obligations. However, (1) certain of the General Receipts are subject to a prior pledge in favor of the Convocation Center Notes described below, and renewals thereof, and (2) there shall be excluded from General Receipts: (a) moneys raised by taxation and state appropriations until and unless the pledge thereof to the payment of Bond service charges is authorized by law and is made

by a supplemental trust agreement approved by the Board, (b) any grants, gifts, donations and pledges and receipts therefrom which under restrictions imposed in the grant or promise thereof or as a condition of the receipt thereof are not available for payment of Bond service charges, and (c) any special fee charged pursuant to Section 154.21(D) of the Ohio Revised Code (for the security of bonds of the Ohio Public Facilities Commission; no such fee is currently being charged by the University) and receipts therefrom.

University Facilities are buildings, structures, and other improvements, and equipment, real estate and interests in real estate therefor, all or any part of the costs of which are at any time authorized by the Act to be financed by the issuance of obligations.

Convocation Center Notes of 1974 are outstanding in the aggregate principal amount of \$5,975,000. These Notes were originally issued in 1966, in the principal amount of \$6,500,000, and have been refunded each year since. These Notes are secured by certain pledged receipts and are payable solely from such pledged receipts, which are a Student Facilities Fee (presently set at \$10 per main campus student per quarter of the \$50 quarterly General Fee paid by students) and all other revenues and receipts of the University from the operation or leasing of the Convocation Center. The University is required to fix the Student Facilities Fee at a level sufficient to pay the Convocation Center's operating expenses and principal and interest on these Notes. Annual interest on the outstanding Notes is \$396,142.50.

Bonds may be issued pursuant to the 1972 Trust Agreement, and as authorized by the Act and the Ohio Constitution, to pay costs of University Facilities, to pay the principal of and interest and redemption premium on notes issued for such purpose, including renewals thereof, and to refund, fund or retire obligations issued for such purpose. See "The 1972 Trust Agreement—Additional Bonds". The University expects to obtain permanent financing of the above-mentioned Convocation Center through the issuance of Bonds under the 1972 Trust Agreement at a time which has not been determined. Prior to such permanent financing, the University may issue renewal notes with the same security as the outstanding Convocation Center Notes.

The Bonds shall not be general obligations of the State of Ohio; and the holders of the Bonds shall not have the right to have the General Assembly of the State of Ohio levy any excises or taxes for the payment of Bond service charges.

The General Receipts of the University for the five most recent fiscal years are shown below.

#### General Receipts

	Fiscal Year Ended June 30				
	1970	1971	1972	1973	1974
Student Fees(1) .....	\$17,596,305	\$19,211,016	\$21,515,545	\$20,495,430	\$18,557,349
Public Service Income .....	457,625	485,172	427,480	494,628	520,293
Auxiliary Enterprises(2) .....	11,003,188	12,859,233	13,231,768	12,901,903	11,683,306
Other General Income(3) .....	1,487,915	1,382,050	1,579,700	1,901,430	1,388,718
<b>Total</b> .....	<b>\$30,545,033</b>	<b>\$33,937,471</b>	<b>\$36,754,493</b>	<b>\$35,793,391</b>	<b>\$32,149,666</b>

(1) Student Fees include: Instructional, Tuition Surcharge, General and all other, less amount of Student Facilities Fee pledged to Convocation Center Notes.

(2) Includes amounts pledged under 1962 Trust Agreement, to be discharged at delivery of Series 1974 Bonds.

(3) Includes gifts, grants, investment income, departmental sales, overhead recovery and other miscellaneous receipts.

The decline in General Receipts from fiscal 1972 to fiscal 1974 was due principally to decreasing enrollment at the University. See "The Ohio University—Enrollment", below. As a result, the University has had an excess of current expenditures over current income in fiscal 1973 and 1974, despite decreasing current expenditures in fiscal 1974. See the Statement of Current Income, Expenditures and Changes in the Unappropriated Current General Fund, in the Appendix. The University has increased its recruiting activities and intends to continue its efforts to control expenses.

The University covenants in the 1972 Trust Agreement that so long as any Bonds are outstanding the University will fix, make, adjust and collect fees, rates, rentals, charges, and other items of General Receipts, as will produce at all times General Receipts sufficient (i) to pay Bond service charges when due, (ii) to establish and maintain the Required Reserve, and (iii) together with other moneys lawfully available therefor, to pay all costs and expenses required to be paid under the Bond proceedings and all other costs and expenses necessary for the proper maintenance and successful and continuous operation of the University.

## DEBT SERVICE REQUIREMENTS

Years Ending December 1	The Series 1972 Bonds		The Series 1974 Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	
1975	\$ 180,000	\$1,335,955.00		\$1,224,707.50	\$2,740,662.50
1976	190,000	1,324,705.00		1,224,707.50	2,739,412.50
1977	200,000	1,312,830.00		1,224,707.50	2,737,537.50
1978	215,000	1,300,330.00	\$ 105,000	1,224,707.50	2,845,037.50
1979	230,000	1,286,892.50	115,000	1,216,045.00	2,847,937.50
1980	245,000	1,272,517.50	125,000	1,206,557.50	2,849,075.00
1981	260,000	1,257,205.00	140,000	1,196,245.00	2,853,450.00
1982	275,000	1,240,955.00	150,000	1,184,695.00	2,850,650.00
1983	295,000	1,223,767.50	165,000	1,172,320.00	2,856,087.50
1984	315,000	1,205,330.00	175,000	1,158,707.50	2,854,037.50
1985	335,000	1,185,642.50	190,000	1,146,020.00	2,856,662.50
1986	355,000	1,164,705.00	205,000	1,132,245.00	2,856,950.00
1987	375,000	1,142,517.50	220,000	1,117,382.50	2,854,900.00
1988	400,000	1,120,955.00	235,000	1,101,432.50	2,857,387.50
1989	425,000	1,099,955.00	250,000	1,084,395.00	2,859,350.00
1990	450,000	1,077,642.50	265,000	1,065,645.00	2,858,287.50
1991	480,000	1,054,017.50	280,000	1,045,770.00	2,859,787.50
1992	510,000	1,028,817.50	300,000	1,024,070.00	2,862,887.50
1993	540,000	1,002,042.50	325,000	1,000,820.00	2,867,862.50
1994	575,000	973,692.50	345,000	975,226.25	2,868,918.75
1995	610,000	943,505.00	370,000	948,057.50	2,871,562.50
1996	650,000	911,480.00	390,000	918,457.50	2,869,937.50
1997	690,000	877,030.00	420,000	887,257.50	2,874,287.50
1998	735,000	840,460.00	445,000	853,657.50	2,874,117.50
1999	780,000	800,770.00	480,000	818,057.50	2,878,827.50
2000	830,000	758,650.00	515,000	779,177.50	2,882,827.50
2001	880,000	713,830.00	555,000	737,462.50	2,886,292.50
2002	940,000	666,310.00	590,000	692,507.50	2,888,817.50
2003	1,000,000	615,550.00	630,000	644,127.50	2,889,677.50
2004	1,060,000	560,550.00	680,000	592,467.50	2,893,017.50
2005	1,125,000	502,250.00	735,000	536,707.50	2,898,957.50
2006	1,195,000	440,375.00	790,000	476,437.50	2,901,812.50
2007	1,265,000	374,650.00	860,000	411,262.50	2,910,912.50
2008	1,345,000	305,075.00	925,000	340,312.50	2,915,387.50
2009	1,430,000	231,100.00	995,000	264,000.00	2,920,100.00
2010	1,520,000	152,450.00	1,070,000	181,912.50	2,924,362.50
2011	1,620,000	68,850.00	1,135,000	93,637.50	2,917,487.50

## THE OHIO UNIVERSITY

The main campus of The Ohio University is located on a 643-acre site in the City of Athens. Its physical plant includes 143 principal buildings and other structures on the main campus, and seven buildings in five other locations where branches offer academic programs, as well as an airport and undeveloped land. Its student body as of Fall, 1974, numbered 17,514 full and part-time, and its full-time faculty more than 780. The chief administrative officer of the University is Harry B. Crewson, President. Dr. Crewson has been President of the University since September, 1974. Prior thereto he was Professor of Economics at the University for 25 years. John F. Milar is Vice President and Treasurer.

The University is a State university. The University is declared by statute to be a body politic and corporate, and is an instrumentality of the State of Ohio. The University's powers are vested in and are exercised by its Board of Trustees (the "Board"), consisting of nine members appointed by the Governor of Ohio by and with the advice and consent of the State Senate for overlapping terms of nine years. At least five of the members of the Board must be graduates of the University. Board members are not eligible for reappointment if they have served more than six years. The Board consists of:

### Board of Trustees, 1974-75

Phillips, Mrs. Jody (Galbreath) <i>Chairman</i>	Housewife & Civic Leader Columbus, Ohio
Holzer, Dr. Chas. E., Jr. <i>Vice Chairman</i>	Chief of Staff, Holzer Medical Center Gallipolis, Ohio
Johns, Mrs. Dorothy S.	Retired Dean, Laurel School for Girls Cleveland, Ohio
Johnson, Fred H.	Retired Insurance Executive Columbus, Ohio
Kennedy, Edwin L.	Senior Partner, Lehman Brothers New York, New York
Keys, J. Grant	Treasurer, Lorain County Lorain, Ohio
Kircher, William L.	Assistant to the President Hotel & Restaurant Employees & Bartenders International Union AFL-CIO Washington, D. C.
Morris, William R.	Vice President, Buckeye Union Insurance Co. Columbus, Ohio
Spencer, Donald A.	Donald A. Spencer Associates (Realty) Cincinnati, Ohio

Under the provisions of Ohio statutes, the University is authorized to construct University Facilities, pay for such construction out of available University receipts, and borrow money to pay for such construction and to refund obligations issued for such purpose. It is empowered to issue University Facilities bonds, and notes in anticipation of the issuance of bonds, said notes and bonds to be secured by a pledge of and lien on revenues of University Facilities, including but not limited to those constructed with the proceeds thereof, and additionally by other revenues of the University. The Series 1974 Bonds are issued under the foregoing authority.

### Historical Development

Members of the original Ohio Company of Associates, who came from New England, planned the founding of the University. The University was established by the Ohio Legislature in 1804 and was the first institution of higher learning in the Northwest Territory.

During its early years, the University remained small, graduating only 145 students during its first 50 years of existence. After 1875, the University began to expand more rapidly as a result of both increased demand for higher education and substantial tax appropriations from the State of Ohio. By 1920, it employed 74 full-time teachers. Student and faculty growth continued through the depression, but it was only after World War II that the University began to approach its present size.

The University opened its first branch campuses in 1946 in Chillicothe, Portsmouth and Zanesville, Ohio. Additional branch campuses were opened in Lancaster (1956) and Belmont County (1957). These branch campuses, along with the main campus, form a regional campus network for southeastern Ohio. The Portsmouth branch is to be merged with Scioto General and Technical College in Portsmouth.

The University's growth in the 1960's was primarily through increased undergraduate instruction offered to students living "in residence" at the main campus.

### State Appropriations

Appropriations by the State of Ohio contribute significantly to the successful maintenance and operation of the University and increase the ability of the University to generate General Receipts, although amounts received in the form of State appropriations are not included as General Receipts and are not pledged to payment of the Bonds.

The basis for State appropriation is a specific dollar amount of support for each "full time equivalent" student studying at the various levels of instruction offered by the University. Full time equivalency is determined, generally, by dividing total student credit hours of course registration by 15 for a regular academic term and by 45 for the summer term, with this total fall and summer term figure being added to produce a total annual "full time equivalent" student. The following table shows State appropriations (derived from the full time equivalent base) for the University compared with General Receipts for the past five years:

<u>Academic Year</u>	<u>State Appropriations</u>	<u>General Receipts</u>
1969-70 .....	\$18,787,153	\$30,545,033
1970-71 .....	19,561,048	33,937,471
1971-72 .....	20,143,812	36,754,493
1972-73 .....	20,778,705	35,793,391
1973-74 .....	21,595,441	32,149,666

Beginning in 1969, the State of Ohio reduced and then withdrew its subsidy for out-of-state students.

The University also receives capital improvement appropriations from the State, such funds primarily being used for academic facilities. During the five-year period ending June 30, 1974, the total of such State appropriations for buildings, utilities and renovations was more than \$12,500,000.

### Academic Programs

The primary educational objectives of the University are the following:

- 1) To preserve and disseminate knowledge.
- 2) Through research to extend knowledge in those fields and areas in which the University is active.
- 3) To educate men and women to become mature and responsible citizens both through formal educational processes and through the provision of an appropriate learning environment.
- 4) To provide initial professional and liberal education to our students and mid-career refresher training for professional persons.
- 5) To render public service in line with the educational and research efforts of the University to citizens and institutions of our region, our State, and our nation.

The important schools and divisions of the University are:

Graduate College	University College
College of Arts and Sciences	College of Fine Arts
College of Education	College of Engineering and Technology
College of Business Administration	College of Communication
Extension Division	

The University has Military Science and Aerospace Studies ROTC programs.

The University enjoys full institutional accreditation from the North Central Association of Colleges and Secondary Schools with maturity status. In addition, the following programs enjoy specific programmatic accreditation as indicated:

Chemistry .....	American Chemical Society
Psychology .....	American Psychological Association
Social Work .....	Council on Social Work Education
School of Music ....	National Association of Schools of Music
Engineering .....	Engineers' Council for Professional Development
Business Administration ....	American Assembly of Collegiate Schools of Business
Journalism .....	American Council for Education in Journalism
Speech and Hearing Sciences ...	American Boards of Examiners in Speech Pathology and Audiology
Education .....	National Council for Accreditation of Teacher Education

### Physical Plant

The campus of the University consists of the main campus of 702 acres, including an undeveloped area in Athens of about 112 acres, plus a network of regional campuses in southeastern Ohio. These regional facilities include branch campuses in Chillicothe, Zanesville, Lancaster and Belmont County, and an academic center in Ironton, Ohio. The University plant also includes an airport located on a 309-acre tract in nearby Albany, Ohio, used for flight instruction and University transportation, and as a public service facility. Another 456 acres of undeveloped land is located near the Belmont County Regional Campus, 40 acres of which are virgin forest used by the University as a research facility for the study of plants and animals.

University operations, including academic and research activities, residence, dining hall and student center buildings, administrative, parking and service buildings, are housed in more than 150 structures at the various locations.

As of November 1, 1974, the University had under construction six facilities projects totaling about \$6,000,000 in aggregate project costs, including construction, site work, utilities, and furnishings.

The University grounds and buildings are owned by the University or by the State of Ohio for the use and benefit of the University.

### Enrollment

Total Fall enrollment in the 1974-75 school year was 17,514, a decrease of 14% since 1973-74. Students attend the University from each of the 88 counties of Ohio, from 48 states and from over 50 foreign countries.

Graduate enrollment increased from 1,939 students in 1973-74 to 2,121 in the Fall, 1974-75. The University awarded 4,615 degrees in 1974, of which 684 were advanced degrees. More detailed enrollment statistics follow:

	Total Fall Enrollment				
	<u>1970-71</u>	<u>1971-72</u>	<u>1972-73</u>	<u>1973-74</u>	<u>1974-75</u>
<i>Main Campus</i>					
Undergraduate .....	17,223	16,811	15,696	14,036	11,667
Graduate .....	2,090	1,962	1,845	1,809	1,967
Sub Total .....	19,313	18,773	17,541	15,845	13,634
<i>Regional Campuses</i>					
Undergraduate .....	5,005	5,142	4,765	4,353	3,726
Graduate .....	84	100	108	130	154
Sub Total .....	5,089	5,242	4,873	4,483	3,880
<b>TOTAL</b> .....	<b>24,402</b>	<b>24,015</b>	<b>22,414</b>	<b>20,328</b>	<b>17,514</b>

Beginning in 1969, the State of Ohio reduced and then withdrew its subsidy for students not resident in Ohio, as noted above under "State Appropriations". No such subsidy was paid in fiscal 1972 and subsequent years. The undergraduate main campus Fall enrollment of non-residents decreased from 3,755 in 1970 to 1,817 in 1974. The University believes that much of this decline resulted from the increased fees which were charged non-residents because of the loss of State subsidy, and that this non-resident student decline has stabilized. Decreasing enrollment is also attributable to an increased number of State-supported institutions in high-population areas. The University has increased its recruiting activities in Ohio and other states.

The Ohio General Assembly in 1969, upon the recommendation of the Ohio Board of Regents, set enrollment limitations for several of the larger State universities, including the University. That limitation imposes a ceiling of 20,000 full-time equivalent students on the main campus, for planning purposes, with 17,000 undergraduate students and 3,000 graduate students. The Board has determined to limit enrollment at the main campus to 17,000.

### FEES AND CHARGES

The following fees and charges were those in effect as of September 1, 1974.

The instructional fee for the academic year is \$630. A tuition surcharge of \$1,200 for the academic year is payable by non-Ohio residents. A General Fee of \$150 for the academic year is also collected; it is for services supplemental to basic instruction. Part-time students pay roughly proportionate amounts. In general, residence in Ohio for a period of 12 months prior to the registration date is required to be considered a resident. The burden of registering under the proper residence is placed upon the student.

There are a number of miscellaneous and special student fees, for example: admissions application fee \$20.00, change of class schedule \$2.00, graduation fee (Bachelor's degree) \$15.00, late registration \$20.00, transcript of record \$1.00, and placement registration fee \$10.00.

The room and board rates are as follows:

#### Room Rates:

\$290 per Quarter—All single rooms (any building).

\$268 per Quarter—All double rooms on the New South Green. These rooms are not available to freshmen.

\$248 per Quarter—All double rooms on East, West, Old South or College greens.

\$230 per Quarter—All quadruple occupancy rooms (four students per room).

**Board Rates:**

\$225 per Quarter—Three meals a day—seven days per week.

\$204 per Quarter—Two meals (lunch and dinner) a day—seven days per week.

\$195 per Quarter—Three meals a day—five days (Mon.-Fri.) per week.

\$180 per Quarter—Two meals (lunch and dinner) a day—five days (Mon.-Fri.) per week.

All freshmen and sophomores are required to participate in one of the combinations of room and board plans described above.

The University's fees are subject to regulation by the State of Ohio. Certain fees are now at the maximum levels permitted by existing statutes.

**Fee Regulations**

All fees required of students must be paid in advance as a condition of registration. If the fees are not paid promptly, the University may exclude students from their classes. The University allows students and their parents to pay education expenses in low-cost monthly payments. Student fees are subject to change by action of the Board; such changes may take effect at once and apply to students already enrolled, unless otherwise specified. The University allows a refund of 80% of registration fees during the first ten days of a quarter and room and board fees are refunded in part based on length of occupancy through the eighth week of a quarter in instances of withdrawal.

**THE 1972 TRUST AGREEMENT**

The following statements summarize certain provisions of the 1972 Trust Agreement.

**Flow of Funds**

The University covenants to maintain so long as any Bonds are outstanding a special fund, designated **BOND PLEDGE FUND**, as a trust fund held by the University separate and apart from other funds of the University. The Bond Pledge Fund and the General Receipts are pledged to the payment of the Bond service charges in priority to all other expenses, claims and payments.

The University shall make such payments into the Bond Pledge Fund from General Receipts, promptly following the major collection of fees and charges for each academic term except, at its election, the summer term, which result in balances therein during the current fiscal year at least sufficient in time and amount to meet all payments required to be made to the **BOND SERVICE FUND** established with the Trustee and held as a separate fund pledged solely to the payment of Bond service charges.

Not later than 5 business days prior to any date upon which any principal, interest or redemption premium on the Bonds falls due, the University shall pay to the Trustee into the Bond Service Fund from the Bond Pledge Fund and, if necessary, any other General Receipts (i) to the credit of the **BOND SERVICE ACCOUNT**, such amounts as will, together with other moneys therein available therefor, be sufficient to pay such principal, interest and redemption premium, if any, on the Bonds as is due upon such date, including any mandatory sinking fund requirements; and (ii) to the credit of the **BOND SERVICE RESERVE ACCOUNT**, the respective amounts, if any, required at such time to be paid thereto in accordance with the resolutions authorizing the issuance of the Bonds, which resolutions must make provision such that the portion of the Required Reserve (defined as an amount equal to the highest annual Bond service charges falling due in any subsequent fiscal year on all outstanding Bonds) necessitated by reason of the Bonds authorized thereby (determined at the time of issuance of any of such Bonds) will be fully funded within a period of five years from the date of original delivery of such Bonds and shall, to the extent not otherwise funded upon delivery of such Bonds, provide for such funding by payments from the Bond Pledge Fund and, if necessary, from any other General Receipts in consecutive semi-annual payments commencing not later than 18 months after original delivery of such Bonds. Within 120 days after the end of each fiscal year the University shall, from the Bond Pledge Fund or other General

Receipts, restore to the Bond Service Reserve Account any amounts previously transferred therefrom to the Bond Service Account by the Trustee to meet any deficiency in the Bond Service Account and any other amounts by which the Bond Service Reserve Account has been diminished during such preceding fiscal year.

Not more than five business days nor less than one business day prior to each date upon which Bond service charges are due and payable, the Trustee shall transmit from moneys in the Bond Service Account to other paying agents, as appropriate, amounts sufficient to meet payments to be made by them of Bond service charges to be then due and payable. If on the fifth day preceding any date upon which Bond service charges on any Bonds fall due, the Bond Service Account is insufficient to meet such Bond service charges to be paid therefrom on such date, the Trustee shall immediately transfer from the Bond Service Reserve Account to the Bond Service Account an amount sufficient to make up such deficiency in the Bond Service Account. Any amount in the Bond Service Reserve Account in excess of the Required Reserve shall be transferred to the Bond Service Account or to the BOND REDEMPTION AND PURCHASE ACCOUNT in the Bond Service Fund if and to the extent ordered by the chief fiscal officer of the University.

Any amounts in the Bond Redemption and Purchase Account may be committed, by a resolution authorizing the issuance of Bonds or other action by the Board, for the retirement of and Bond service charges on specified Bonds and, so long as so committed, shall be used solely for such purpose whether directly or through transfer to the Bond Service Account. The chief fiscal officer of the University may cause moneys in the Bond Redemption and Purchase Account to be used to purchase any Bonds for cancellation, and to redeem any Bonds in accordance with the redemption provisions of the applicable resolution authorizing their issuance. From moneys in the Bond Redemption and Purchase Account, the Trustee shall transmit or otherwise disburse such amounts at such times as required for the redemption or purchase for cancellation of Bonds, and Bond service charges, in accordance with the applicable resolution authorizing their issuance, or other action by the Board or order of the chief fiscal officer of the University not inconsistent therewith. Any amounts in the Bond Redemption and Purchase Account not required for the purposes thereof pursuant to a commitment theretofore made may be transferred to the Bond Service Account or the Bond Service Reserve Account upon order by the chief fiscal officer of the University.

#### **Investment of Funds in the Bond Pledge Fund and the Bond Service Fund**

Moneys standing to the credit of the Bond Pledge Fund shall be maintained in an account or accounts with a bank or banks which are members of the Federal Deposit Insurance Corporation and have a combined capital and surplus of at least \$10,000,000 or, if a bank or trust company having its principal office in Ohio, which fully and continuously secures such deposits by the pledge or hypothecation of obligations which as to principal and interest are direct obligations of or are guaranteed by the United States and have a market value at least equal to the amount of such deposit, or such moneys shall be invested in eligible investments.

Moneys in the Bond Service Fund may be invested by the Trustee in any eligible investments, subject to any orders of the chief fiscal officer of the University with respect thereto, provided that investments of moneys in the accounts of the Bond Service Fund shall mature or be redeemable at the option of the holder at the times and in the amounts necessary to provide moneys to meet the payment of Bond service charges as they fall due, and that each investment of moneys in the Bond Service Reserve Account shall in any event mature or be redeemable at the option of the holder within five years after such investment is made.

Eligible investments are any bonds or other obligations which as to principal and interest constitute direct obligations of or are guaranteed by the United States, tax supported obligations of the State of Ohio, obligations issued by any agency or instrumentality of the United States, and certificates of deposit or similar instruments of banks or trust companies, including the Trustee, organized under the laws of the United States or any State thereof and which are members of the Federal Deposit Insurance Corporation, which have combined capital and surplus of at least \$10,000,000, which fully and continuously secure such deposit by the pledge or hypothecation of obligations which as to principal and interest are direct obligations of or are guaranteed by the United States and have a market value at least equal to the face amount of such certificates of deposit or similar instruments; provided that such investment or deposit by the University is not prohibited by law.

### Additional Bonds

Additional Bonds may be issued pursuant to and as authorized by the Act, the Ohio Constitution and the 1972 Trust Agreement to pay costs of University Facilities, to pay the principal of and interest and redemption premium on notes issued for such purpose, including renewals thereof, and to refund, fund or retire obligations issued for such purpose. No such additional Bonds shall be authenticated and delivered by the Trustee unless in each case there shall be delivered to the Trustee a certificate signed by the Chairman of the Board or the President of the University and by the chief fiscal officer of the University or the Secretary of the Board to the effect that (i) the University is not in default of any covenants or obligations of the University under the 1972 Trust Agreement, and the authentication and delivery of such additional Bonds will not result in any such default; and (ii) the General Receipts of the University during each of the two preceding fiscal years were at least equal to two times the maximum amount required to be paid in any subsequent fiscal year for Bond service charges on all Bonds to be outstanding upon the original delivery of such additional Bonds. The University may, at its option, exclude from Bond service charges in clause (ii) that portion thereof to be provided by grants or payments by the United States, or any officer, department, agency, instrumentality or corporation thereof or created thereby, under a then existing agreement, in which case there shall be subtracted from the amount of General Receipts for each of such preceding two fiscal years the amount, if any, then received under such agreement but not exceeding an amount equal to the amount so excluded from Bond service charges for that fiscal year which, after application of this sentence, is determined to be the fiscal year in which the maximum of Bond service charges is required.

### Other Covenants

The University covenants among other things as follows:

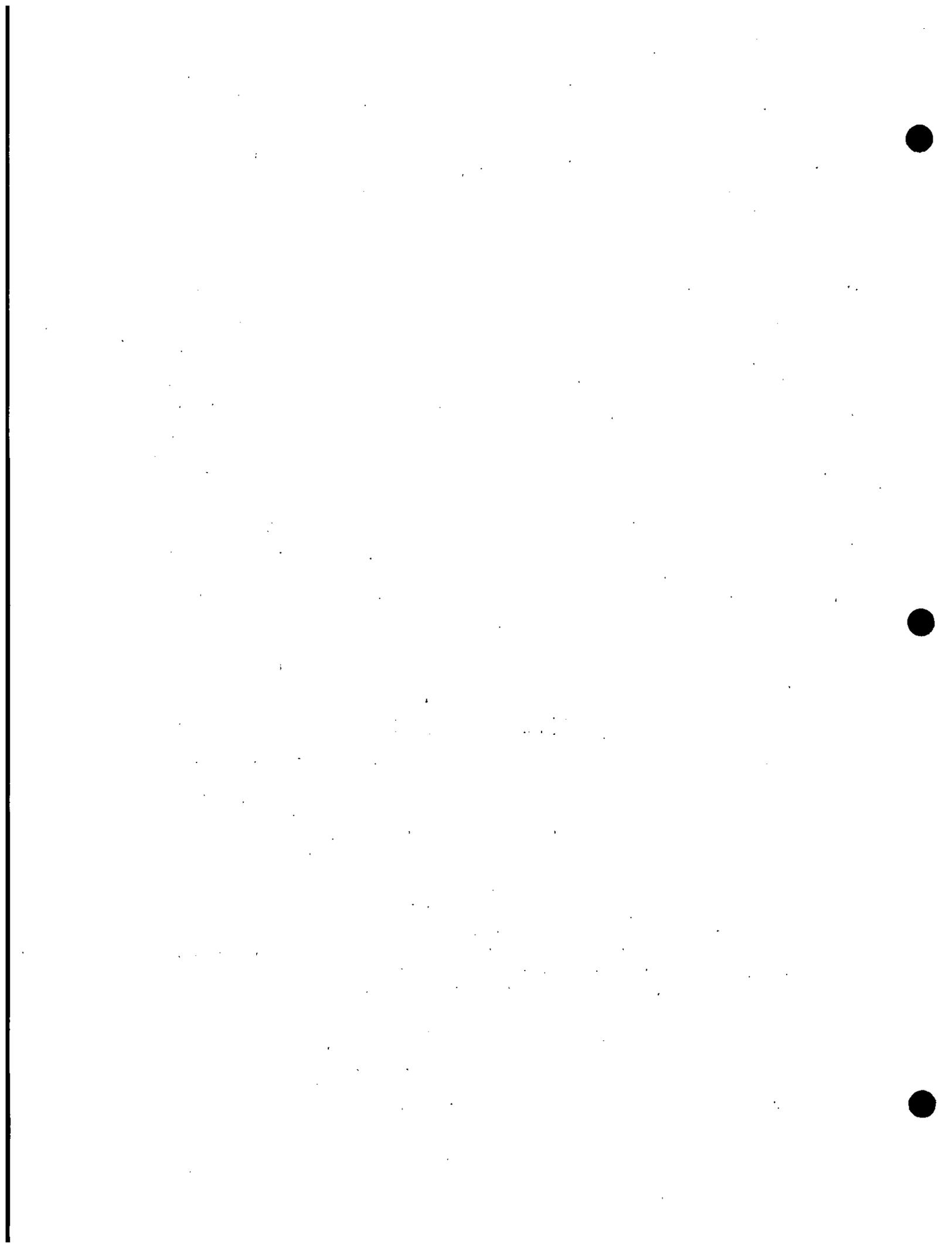
(1) *Payment:* The University will, from the sources provided in the 1972 Trust Agreement, pay or cause to be paid the Bond service charges on each and all Bonds on the dates, at the places and in the manner provided in the Trust Agreement, in the applicable resolution authorizing their issuance and in the Bonds and coupons, according to the true intent and meaning thereof.

(2) *Maintenance of Pledge:* The University will not make any pledge or assignment of or create or suffer any lien or encumbrance upon the Bond Pledge Fund, Bond Service Fund or General Receipts prior to or on a parity with the pledge thereof under the 1972 Trust Agreement, except as authorized or permitted thereunder.

(3) *Annual Reports:* Within 120 days after the end of each fiscal year, the University shall submit to the Trustee and each original purchaser of Bonds from the University, and to each holder of Bonds who in writing so requests, an annual report by the University showing the financial operations of the University during the preceding fiscal year, which may be in the form submitted to the Ohio Board of Regents or other Ohio officials, and also showing the status of all special funds at the end of such fiscal year and the receipts thereto and payments therefrom during such fiscal year, and such other data as the Trustee may reasonably deem to be relevant under the 1972 Trust Agreement and request in writing. Upon request of the Trustee, the University will make available a copy of any reports concerning the University prepared by the official auditing agency of the State of Ohio, presently the Bureau of Inspection and Supervision of Public Offices.

(4) *Inspection and Audit of Records:* The Trustee, each original purchaser of Bonds from the University and the holders of 25% or more of the principal amount of all outstanding Bonds shall have the right at all reasonable times to inspect and audit any records, books, documents, special funds, and accounts of the University, relating to the Bond Pledge Fund and the Bond Service Fund. Such inspection or audit may be conducted by a public accounting firm or other authorized representative selected by the party entitled to make the inspection.

(5) *Parietal Rules:* So long as any Series 1974 Bonds are outstanding, the University will adopt and enforce such lawful parietal and other rules, with reasonable classifications and appropriate exceptions, as are necessary to assure maximum occupancy and use of its housing, dining and auxiliary facilities, including parking facilities, consistent with the maintenance of the University as an academic community and the economic viability of such facilities.



### **Limitation of Liability**

The Bonds are not general obligations of the State of Ohio, and the holders of the Bonds shall not have the right to have the General Assembly of the State of Ohio levy any excises or taxes for the payment of Bond service charges. No covenant, stipulation, obligation or agreement of the University contained in the 1972 Trust Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the University or the Board in his individual capacity, and neither the members of the Board nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

### **Default**

Events of default under the 1972 Trust Agreement include: (1) failure to pay interest on any Bond when and as the same shall have become due and payable, and such failure shall have continued for a period of 30 days; (2) failure to pay the principal of (and redemption premium, if any) of any Bond, when and as the same shall have become due and payable, whether at maturity or by acceleration by call for redemption, and such failure shall have continued for a period of 30 days; and (3) failure to perform or observe duly or punctually any other covenant, condition or agreement contained in the Bonds or the 1972 Trust Agreement and to be performed by the University, which failure shall have continued for 90 days after notice from the Trustee, which may give such notice in its discretion and shall give such notice upon written request of the holders of 10% in principal amount of the outstanding Bonds.

The 1972 Trust Agreement provides that upon the happening and continuance of an event of default, as defined therein, the Trustee may proceed, and upon the written request of the holders of not less than 10% in principal amount of the Bonds then outstanding shall proceed, to protect and enforce its rights and the rights of the Bondholders by suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant or agreement contained in the 1972 Trust Agreement or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy. The 1972 Trust Agreement also contains a provision permitting acceleration of principal of the Bonds at the instance of the Trustee or the holders of at least 25% in principal amount of Bonds then outstanding, upon the occurrence and continuance of an event of default.

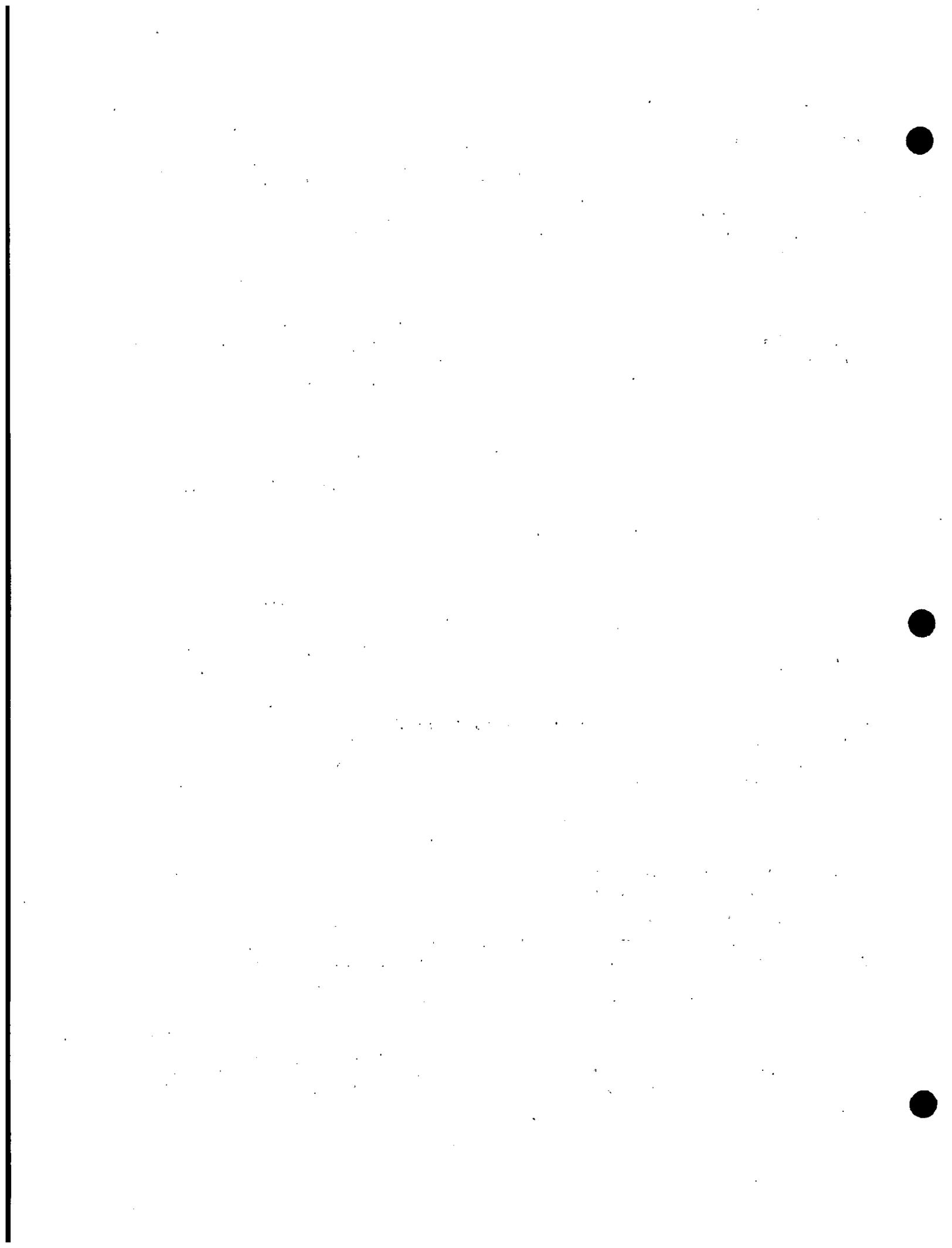
No holder of any Bond shall have any right to institute any suit, action or proceeding for the enforcement of the 1972 Trust Agreement or for the execution of any trust or for any remedy thereunder unless such holder shall have given the Trustee written notice of the happening of an event of default and unless the holders of 25% in principal amount of the Bonds shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to exercise its powers or to institute such action, suit or proceeding and unless there shall have been offered to the Trustee adequate security and indemnity against its costs, expenses and liabilities to be incurred and the Trustee shall thereafter fail or refuse to exercise its powers or to institute such action, suit or proceeding in its own name. Subject to the foregoing, each Bondholder shall have a right of action to enforce the payment of the principal of and interest on any Bond held or owned by him at and after maturity at the place, from the sources and in the manner in said Bond expressed.

### **Defeasance**

The University may retire the obligations of the outstanding Bonds by depositing with the Trustee moneys or direct United States government obligations sufficient to pay at maturity or upon redemption the principal, interest, redemption premiums and all other sums required to be paid under the 1972 Trust Agreement. In such event, the 1972 Trust Agreement shall cease to be in effect and the Bonds shall no longer be deemed outstanding.

### **Modification of the 1972 Trust Agreement**

The 1972 Trust Agreement provides that holders of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right to consent to and approve the execution by the Trustee and the University of a modification of the 1972 Trust Agreement or any supplemental agreement in any particular, pro-



vided always that no such modification shall: (i) extend the maturity of the principal of or the interest on any Bond, or reduce the principal amount of any Bond or the rate of interest or redemption premium thereon, or reduce the amount or extension of the time of any payment required by any mandatory sinking fund requirements, without the consent of the holder of each Bond so affected, or (ii) reduce the aggregate principal amount of the Bonds required for consent to such supplemental trust agreement without the consent of the holders of all of the Bonds then outstanding. If the Trustee shall receive the consent and approval of holders of not less than two-thirds in aggregate principal amount of the Bonds then outstanding, the Trustee shall execute such supplemental trust agreement, without liability or responsibility to any holder of any Bond. The University and the Trustee may enter into supplemental trust agreements for certain purposes without notice to the Bondholders.

### UNDERWRITING

The Series 1974 Bonds have been purchased by Underwriters for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated, Seasongood & Mayer, and Connors & Co. Inc. are acting as Managers. The Underwriters have taken delivery of a temporary bond representing all of the Series 1974 Bonds. Definitive bonds are expected to be available for delivery on or about December 18, 1974.

### APPROVAL OF LEGAL PROCEEDINGS

The unqualified approving opinion of Peck, Shaffer & Williams, Cincinnati, Ohio, Bond Counsel, with respect to the Series 1974 Bonds has been delivered to the Underwriters and will be delivered with the definitive Series 1974 Bonds. Certain legal matters were passed upon for the Underwriters by Brown, Wood, Fuller, Caldwell & Ivey, New York, N. Y., who relied as to matters of Ohio law upon the opinion of Peck, Shaffer & Williams.

### LEGAL INVESTMENT

In the opinion of Bond Counsel, under the authority of Section 3345.12(M) of the Ohio Revised Code, the Series 1974 Bonds are lawful investments for State of Ohio banks, societies for savings, building and loan and savings and loan associations, deposit guarantee associations, trust companies, trustees, fiduciaries, domestic insurance companies, trustees or other officers having charge of sinking and bond retirement or other special funds of political subdivisions and taxing districts of the State of Ohio, the commissioners of the sinking fund of the State of Ohio, the Ohio Industrial Commission and the various statewide retirement systems for public employees, notwithstanding any other provisions of the Ohio Revised Code with respect to investments by them, and the Series 1974 Bonds are also acceptable as security for the deposit of public moneys in Ohio.

### TAX EXEMPTION

Interest on the Series 1974 Bonds is exempt, in the opinion of Bond Counsel, from Federal income taxation under present laws, regulations and decisions.

The University has issued its certificate, accompanied by an opinion of Bond Counsel, to the effect that on the basis of the facts, estimates and circumstances in existence on the date of delivery of the Series 1974 Bonds it is not expected that the proceeds of Series 1974 Bonds will be used in a manner that would cause the Series 1974 Bonds to be "arbitrage bonds" under Section 103(d) of the Internal Revenue Code. In the opinion of Haynes & Miller, Washington, D. C., the Series 1974 Bonds are not arbitrage bonds.

In the opinion of Bond Counsel, Article VIII, Section 2i of the Ohio Constitution provides that the principal of and interest on the Series 1974 Bonds "shall be exempt from taxation within this state", and Section 3345.12(N), Ohio Revised Code, provides that the Series 1974 Bonds, the transfer thereof, and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation within the State of Ohio.

**MISCELLANEOUS**

The foregoing summaries or descriptions of the provisions of the 1972 Trust Agreement are brief outlines of certain provisions thereof and do not purport to be complete statements of such provisions. Reference is hereby made to the 1972 Trust Agreement, which is available from the University, for further information.

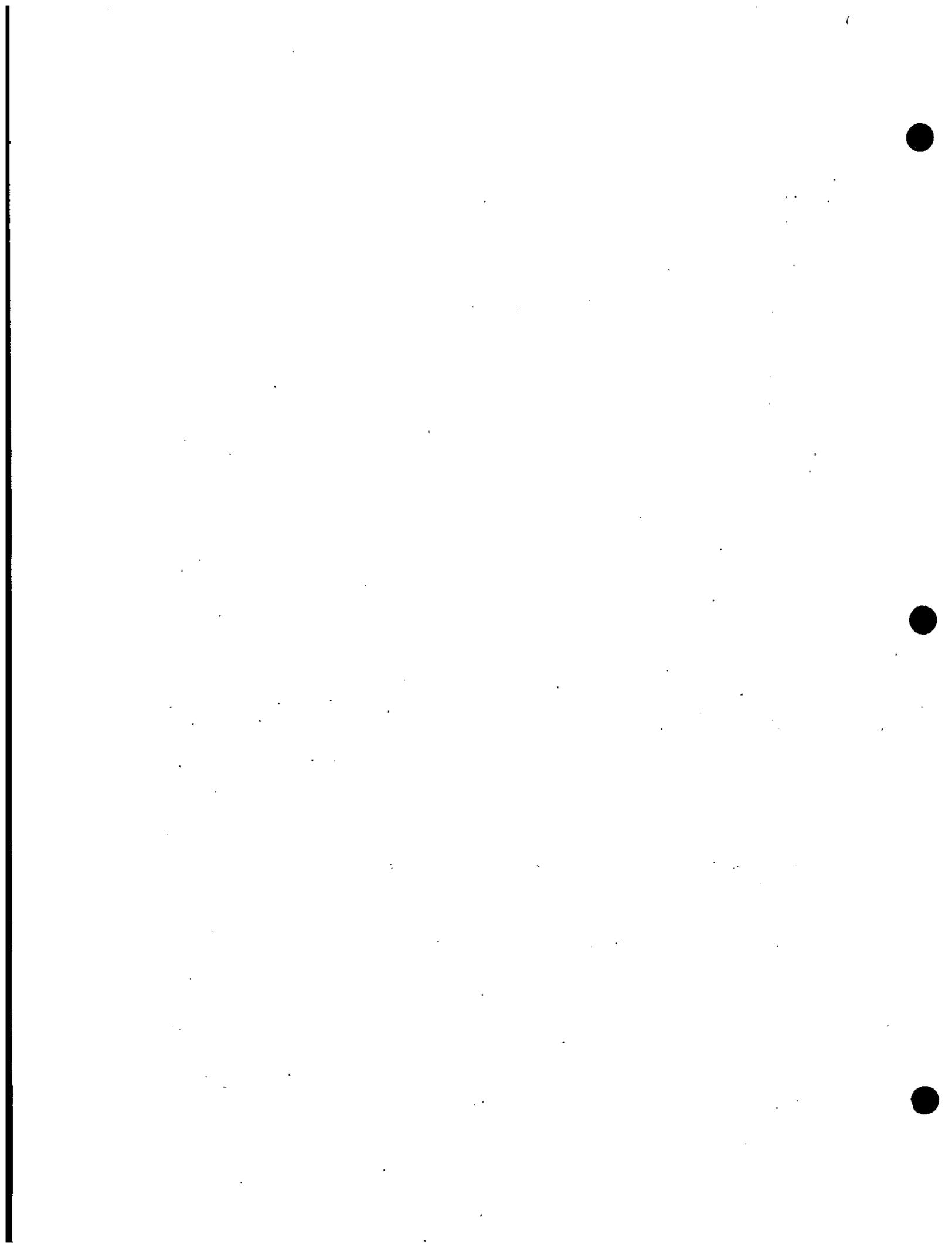
A balance sheet of the University at June 30, 1974, and a statement of current income, expenditures and changes in the unappropriated current general fund for the two years then ended are included herein as the Appendix. Such financial statements have not been examined by independent certified public accountants but include all adjustments necessary, in the opinion of the University, for a fair presentation thereof.

The University is involved in litigation incidental to the conduct of its operations. In the opinion of the University such litigation, in the aggregate, is not material.

The delivery of this Official Statement has been duly authorized by the University.

**THE PRESIDENT AND TRUSTEES OF THE  
OHIO UNIVERSITY**

By **JOHN F. MILAR**  
Vice President and Treasurer



## APPENDIX

## THE OHIO UNIVERSITY

## BALANCE SHEET

## ASSETS

	<u>June 30, 1974</u>
<b>CURRENT FUNDS:</b>	
General:	
Cash .....	\$ 599,844
Certificates of deposit .....	350,000
Investments, at cost (market value \$1,843,629) .....	1,810,254
Accounts receivable (less allowance for doubtful accounts \$86,944) .....	451,594
Inventories, at cost .....	879,866
Prepaid expenses .....	471,641
Other .....	54,325
Due from auxiliary enterprises fund .....	269,719
Due from restricted funds .....	325,676
Due from loan funds (less allowance for doubtful accounts \$13,147) .....	342,185(A)
Due from unexpended plant funds .....	54,405
Due from investment in plant funds .....	100,734
Due from agency funds .....	8,534
<b>Total General</b> .....	<u>5,718,777</u>
Auxiliary Enterprises:	
Cash .....	117,812
Certificates of deposit .....	200,000
Investments, at cost (market value \$646,097) .....	630,862
Accrued interest on investments .....	24,460
Accounts receivable (less allowance for doubtful accounts \$37,362) .....	118,423
Inventories, at cost .....	572,217
Prepaid expenses and deferred charges .....	45,743
Due from agency funds .....	230
Due from unexpended plant funds .....	45,792
<b>Total Auxiliary Enterprises</b> .....	<u>1,755,539</u>
Restricted:	
Cash .....	13,113
Accounts receivable .....	998,826
Due from endowment funds .....	113,216
Due from loan funds .....	12,868
<b>Total Restricted</b> .....	<u>1,138,023</u>
<b>TOTAL CURRENT FUND</b> .....	<u>\$ 8,612,339</u>
<b>LOAN FUNDS:</b>	
Cash .....	\$ 198,705
Notes receivable .....	3,281,523
Accounts receivable .....	—
Due from agency funds .....	69,451
<b>TOTAL LOAN FUNDS</b> .....	<u>\$ 3,549,679</u>
<b>ENDOWMENT FUNDS AND FUNDS FUNCTIONING AS ENDOWMENT:</b>	
Cash .....	\$ 1,627
Certificates of deposit .....	185,786
Cash—savings account .....	53,539
Investments	
Marketable securities, at cost or contributed value (market value \$1,200,957) .....	1,317,486
<b>TOTAL ENDOWMENT FUNDS AND FUNDS FUNCTIONING AS</b>	
<b>ENDOWMENT</b> .....	<u>\$ 1,558,438</u>

Note A: Included is \$342,185 appropriated from the loan funds to the general fund which recognizes the institution's matching funds for the National Direct Student Loan Program as a receivable of the general fund.

**THE OHIO UNIVERSITY**  
**BALANCE SHEET**  
**LIABILITIES AND FUND BALANCES**

	<u>June 30, 1974</u>
<b>CURRENT FUNDS:</b>	
General:	
Accounts payable and accrued expenses .....	\$ 2,112,314
Salaries and wages payable .....	1,910,459
Deposits .....	—
Deferred income .....	1,105,614
Total Liabilities .....	<u>5,128,387</u>
Fund balances:	
Appropriated .....	214,539
Unappropriated .....	375,851
Total Fund balances .....	<u>590,390</u>
Total General .....	<u>5,718,777</u>
Auxiliary Enterprises:	
Accounts payable and accrued expenses .....	219,380
Salaries and wages payable .....	116,455
Deposits .....	255,093
Deferred income .....	48,535
Due to general fund .....	269,719
Total Liabilities .....	<u>909,182</u>
Fund balances .....	<u>846,357</u>
Total Auxiliary Enterprises .....	<u>1,755,539</u>
Restricted:	
Accounts payable and accrued expenses .....	118,970
Due to general fund .....	325,676
Total Liabilities .....	<u>444,646</u>
Fund balance .....	<u>693,377</u>
Total Restricted .....	<u>1,138,023</u>
TOTAL CURRENT FUNDS .....	<u>\$ 8,612,339</u>
<b>LOAN FUNDS:</b>	
Notes payable .....	\$ 7,500
Due to general fund .....	342,185(A)
Due to restricted funds .....	12,868
Total Liabilities .....	<u>362,553</u>
Fund balance:	
National direct student loan fund .....	2,953,130
Other .....	233,996
Total Fund balance .....	<u>3,187,126</u>
TOTAL LOAN FUNDS .....	<u>\$ 3,549,679</u>
<b>ENDOWMENT FUNDS AND FUNDS FUNCTIONING AS ENDOWMENT:</b>	
Accounts payable .....	\$ 948
Due to restricted funds .....	113,216
Total Liabilities .....	<u>114,164</u>
Principal of endowment funds:	
Income restricted .....	1,363,104
Principal of funds functioning as endowment:	
Income restricted .....	81,170
Total Principal .....	<u>1,444,274</u>
TOTAL ENDOWMENT FUNDS AND FUNDS FUNCTIONING AS ENDOWMENT .....	<u>\$ 1,558,438</u>

**THE OHIO UNIVERSITY**  
**BALANCE SHEET (Continued)**  
**ASSETS (Continued)**

June 30, 1974

**PLANT FUNDS:**

## Unexpended Plant Funds:

Cash .....	\$ 19,572
Investments, at cost (market value \$902,032) .....	941,749
Accrued interest on investments .....	3,503
Federal appropriations receivable .....	98,043
State appropriations receivable .....	1,729,528
Due from retirement of indebtedness funds .....	—
<b>Total Unexpended Plant Funds .....</b>	<b><u>\$ 2,792,395</u></b>

## Retirement of Indebtedness Funds:

Cash .....	\$ 418,628
Certificates of deposit .....	195,437
Investments, at cost (market value \$3,820,267) .....	3,942,222
Accrued Interest on investments .....	58,016
<b>Total Retirement of Indebtedness Funds .....</b>	<b><u>4,614,303</u></b>

## Investment in Plant:

Land .....	6,588,958
Improvements other than buildings .....	5,809,319
Buildings .....	120,777,957
Movable equipment and furniture .....	18,941,413
Construction in progress .....	2,295,400
<b>Total Investment in Plant .....</b>	<b><u>154,413,047</u></b>
<b>TOTAL PLANT FUNDS .....</b>	<b><u>\$161,819,745</u></b>

**AGENCY FUNDS:**

Cash .....	\$ 79,992
Investments, at cost (market value \$99,563) .....	100,000
<b>TOTAL AGENCY FUNDS .....</b>	<b><u>\$ 179,992</u></b>

**THE OHIO UNIVERSITY**  
**BALANCE SHEET (Continued)**  
**LIABILITIES AND FUND BALANCES (Continued)**

June 30, 1974

**PLANT FUNDS**

## Unexpended Plant Funds:

Bonds payable .....	\$ 6,704
Accounts payable and accrued expenses .....	357,830
Due to general fund .....	54,405
Due to auxiliary enterprises fund .....	45,792

Total Liabilities .....	464,731
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## Fund balance:

Plant additions .....	1,435,493
Renewals and replacements .....	892,171

Total Fund balance .....	2,327,664
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Total Unexpended Plant Funds .....	\$ 2,792,395
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## Retirement of Indebtedness Funds:

Accrued interest payable .....	\$ 506,596
Debt service .....	346,000
Debt service reserve .....	3,761,707
Due to unexpended plant funds .....	—

Total Retirement of Indebtedness Funds .....	4,614,303
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## Investment in Plant:

Notes payable .....	5,975,000
Bonds payable .....	46,498,296
Due to general fund .....	100,734
Net investment in plant .....	101,839,017

Total Investment in Plant .....	154,413,047
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TOTAL PLANT FUNDS .....	\$161,819,745
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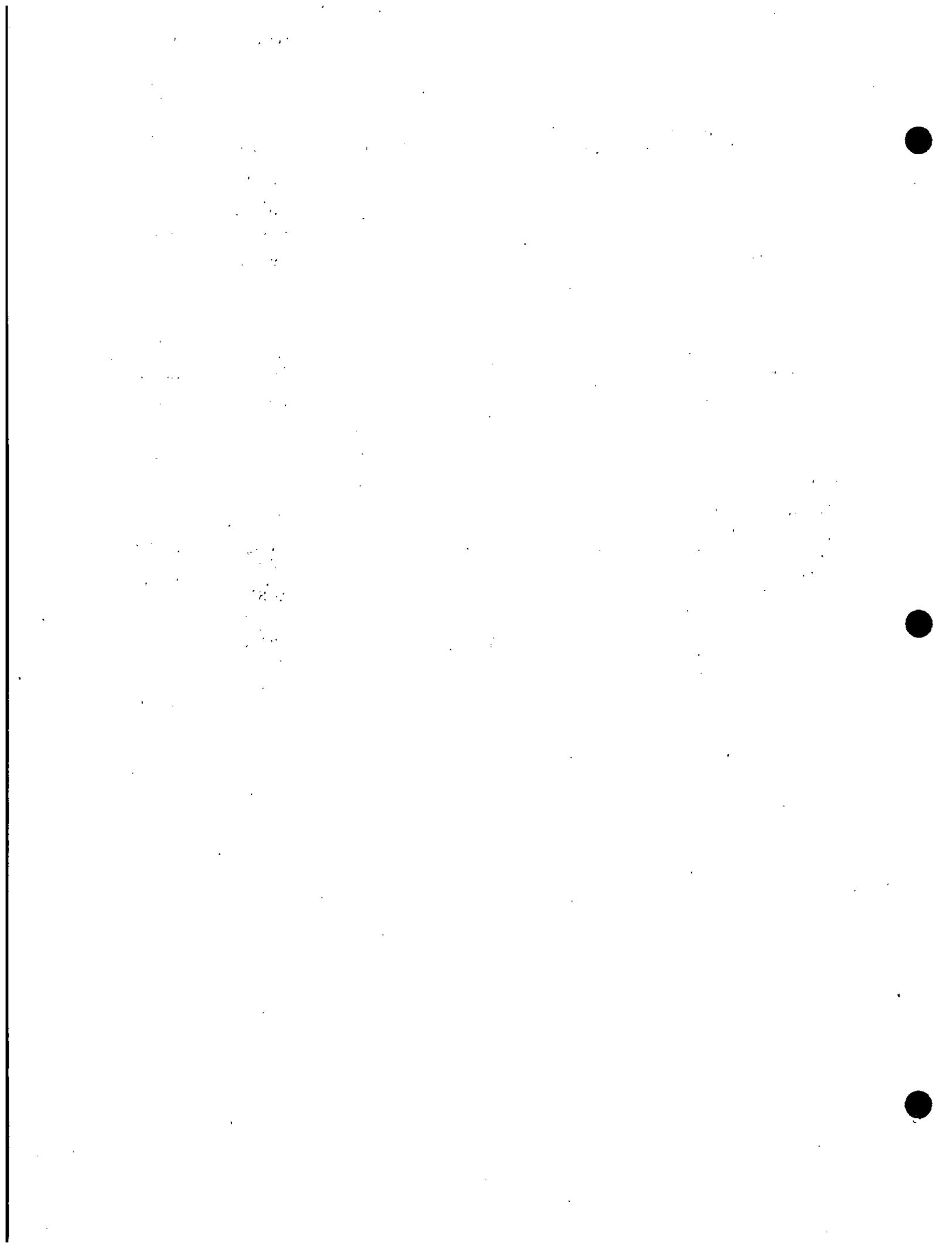
**AGENCY FUNDS:**

Due to general fund .....	\$ 8,534
Due to auxiliary enterprises fund .....	230
Due to loan funds .....	69,451

Total Liabilities .....	78,215
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Fund balance .....	101,777
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TOTAL AGENCY FUNDS .....	\$ 179,992
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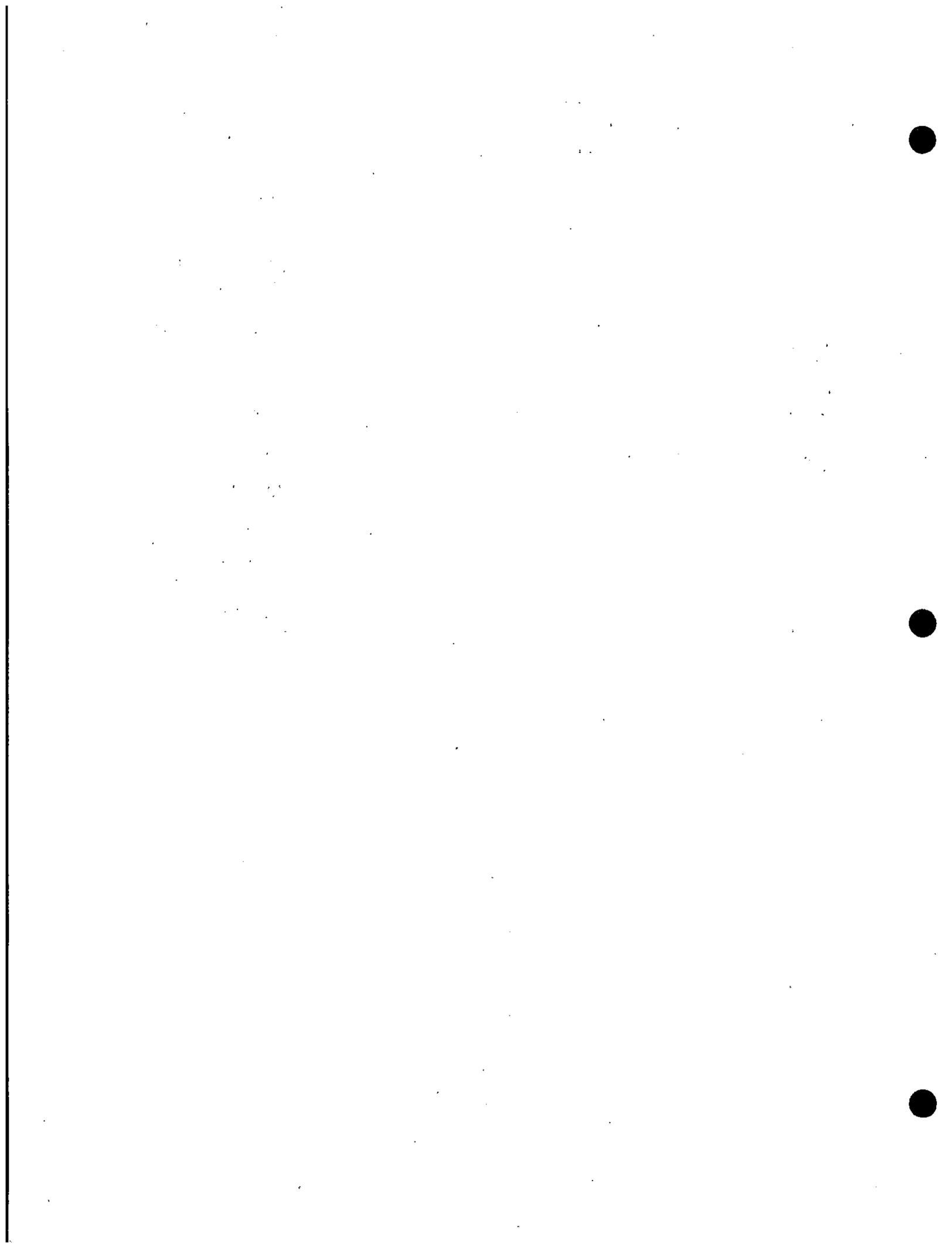


## THE OHIO UNIVERSITY

STATEMENT OF CURRENT INCOME, EXPENDITURES AND CHANGES  
IN THE UNAPPROPRIATED CURRENT GENERAL FUND

	Year Ended June 30,			
	1974			1973
	General	Restricted	Total	Total
<b>CURRENT INCOME:</b>				
Instruction and General:				
Governmental appropriations .....	\$21,595,441	\$ —	\$21,595,441	\$20,778,705
Student fees (and tuition) .....	18,851,299	—	18,851,299	20,866,607
Endowment income .....	34,232	4,209	38,441	33,569
Private gifts and grants .....	— (B)	43,586	43,586	227,368
Governmental grants .....	16,037	1,106,314	1,122,351	971,329
Departmental sales .....	57,752	—	57,752	50,704
Recovery of indirect expenses relating to organized research and public services	312,495	—	312,495	373,360
Income from temporary investments ..	285,029	—	285,029	297,805
Other .....	683,173	—	683,173	920,878
<b>Total Instruction and General</b>	<b>41,835,458</b>	<b>1,154,109</b>	<b>42,989,567</b>	<b>44,520,325</b>
Organized Research:				
Private gifts and grants .....	—	110,045	110,045	150,843
Governmental grants .....	—	611,563	611,563	857,916
<b>Total Organized Research ...</b>	<b>—</b>	<b>721,608</b>	<b>721,608</b>	<b>1,008,759</b>
Public Services:				
Private gifts and grants .....	—	67,890	67,890	130,244
Governmental grants .....	—	1,077,061	1,077,061	1,254,837
Workshops .....	401,481	—	401,481	414,919
O.U. Press .....	118,812	—	118,812	79,709
<b>Total Public Services .....</b>	<b>520,293</b>	<b>1,144,951</b>	<b>1,665,244</b>	<b>1,879,709</b>
<b>Auxiliary Enterprises .....</b>	<b>11,683,306</b>	<b>—</b>	<b>11,683,306</b>	<b>12,901,903</b>
Student Aid:				
Endowment income .....	—	43,035	43,035	119,741
Private gifts and grants .....	—	179,144	179,144	151,982
Governmental grants .....	—	1,262,664	1,262,664	1,269,068
<b>Total Student Aid .....</b>	<b>—</b>	<b>1,484,843</b>	<b>1,484,843</b>	<b>1,540,791</b>
<b>TOTAL CURRENT INCOME, carried forward .....</b>	<b>\$54,039,057</b>	<b>\$4,505,511</b>	<b>\$58,544,568</b>	<b>\$61,851,487</b>
<b>CURRENT EXPENDITURES:</b>				
Instruction and General:				
Departmental instruction .....	\$23,671,020	\$ 663,576	\$24,334,596	\$24,753,897
Instructional services .....	1,013,045	241,898	1,254,943	1,342,488
Libraries .....	2,010,480	61,207	2,071,687	2,424,784
Plant operations and maintenance .....	6,182,293	8,290	6,190,583	6,174,118
Student services .....	2,769,096	25,555	2,794,651	2,911,819
General expense .....	1,955,514	29,316	1,984,830	2,175,598
General administration .....	2,274,944	124,267	2,399,211	2,640,147
<b>Total Instruction and General</b>	<b>39,876,392</b>	<b>1,154,109</b>	<b>41,030,501</b>	<b>42,422,851</b>

Note B: June 30, 1973, income and expense include disbursements from the Ohio University Fund, Inc. The income reported was equal to the expenditures. Due to a change in reporting, which is consistent with other State Universities, O. U. Fund, Inc., expenditures are not reported for June 30, 1974.



**THE OHIO UNIVERSITY**  
**STATEMENT OF CURRENT INCOME, EXPENDITURES AND CHANGES**  
**IN THE UNAPPROPRIATED CURRENT GENERAL FUND (Continued)**

	Year Ended June 30			
	1974			1973
	General	Restricted	Total	Total
Organized Research .....	\$ 387,980	\$ 721,608	\$ 1,109,588	\$ 1,854,663
Public Services:				
Institutes and workshops .....	412,674	94,973	507,647	565,912
O.U. Press .....	200,449	—	200,449	178,736
Overseas projects .....	—	—	—	43,091
Other .....	49,315	1,049,978	1,099,293	1,255,617
Total Public Services .....	662,438	1,144,951	1,807,389	2,043,356
Auxiliary Enterprises .....	13,621,090	—	13,621,090	14,425,437
Student Aid:				
Scholarships and fellowships .....	842,012	1,481,879	2,323,891	1,222,744
Other .....	—	2,964	2,964	1,273,005
Total Student Aid .....	842,012	1,484,843	2,326,855	2,495,749
TOTAL CURRENT EXPENDITURES .....	55,389,912	4,505,511	59,895,423	63,242,056
EXCESS OF CURRENT INCOME OVER CURRENT EXPENDITURES, carried forward .....	\$(1,350,855)	\$ —	\$(1,350,855)	\$(1,390,569)
APPROPRIATIONS—to (from) other funds:				
Appropriated current general fund—net	\$ (122,261)	\$ —	\$ (122,261)	\$ (150,069)
Current auxiliary enterprises fund—excess of income over expenditures .....	(1,937,784)	—	(1,937,784)	(1,523,534)
Plant funds .....	(196,000)	—	(196,000)	44,836
Loan funds:				
National Direct Student Loan .....	(342,185)	—	(342,185)	1,841
Student Nursing Program .....	990	—	990	1,396
Agency funds .....	122,575	—	122,575	98,551
Auxiliary enterprises fund .....	1,335,155	—	1,335,155	1,527,707
TOTAL APPROPRIATIONS .....	(1,139,510)	—	(1,139,510)	728
EXCESS OF CURRENT EXPENDITURES AND APPROPRIATIONS OVER CURRENT INCOME	(211,345)	—	(211,345)	(1,391,297)
Beginning unappropriated current general fund balance .....	587,196	—	587,196	1,978,493
ENDING UNAPPROPRIATED CURRENT GENERAL FUND BALANCE .....	\$ 375,851	\$ —	\$ 375,851	\$ 587,196

ESCROW AND TRUST AGREEMENT

*Between*

THE PRESIDENT AND TRUSTEES OF  
THE OHIO UNIVERSITY  
*and its*  
BOARD OF TRUSTEES

*And*

THE CITY NATIONAL BANK AND TRUST COMPANY  
OF COLUMBUS  
*Trustee*

*Dated:*

*December \_\_, 1974*

UNDER AND PURSUANT TO SECTION 13.01  
AND ARTICLE 14 OF TRUST AGREEMENT  
DATED AS OF JANUARY 1, 1962, AS SUPPLEMENTED

## ESCROW AND TRUST AGREEMENT

*THIS ESCROW AND TRUST AGREEMENT*, dated December \_\_, 1974 (hereinafter called "Escrow Agreement") by and between The President and Trustees of the Ohio University and its Board of Trustees (hereinafter called the "University"), a state university of the State of Ohio created and existing under and by virtue of Chapter 3337 of the Ohio Revised Code, and The City National Bank and Trust Company of Columbus, a national banking association organized and existing under and by virtue of the laws of the United States of America and duly authorized to exercise corporate trust powers in the State of Ohio, with its principal place of business located in Columbus, Ohio (hereinafter, with any successors, called the "Trustee"), as Trustee under the Prior Agreement hereinafter mentioned,

### W I T N E S S E T H:

*WHEREAS*, the University has heretofore authorized and issued its Housing and Dining Revenue Bonds, Series A, B, C, D, E, F, G and H (herein the "Series A, B, C, D, E, F, G and H Bonds"), which are outstanding as indicated in the schedule below:

AMOUNT OUTSTANDING  
DECEMBER 1 , 1974

SERIES A	\$ 474,000
SERIES B	2,677,000
SERIES C	100,000
SERIES D	2,835,000
SERIES E	2,779,000
SERIES F	4,760,000
SERIES G	4,490,000
SERIES H	3,690,000
TOTAL	\$21,805,000

and has secured said Series A, B, C, D, E, F, G and H Bonds by a Trust Agreement with the Trustee dated as of January 1, 1962, as supplemented by First, Second, Third, Fourth and Fifth Supplemental Trust Agreements, dated, respectively, as of January 1, 1963, January 1, 1964, June 1, 1965, June 6, 1968, and January 1, 1967 (said Trust Agreement, as so supplemented, being herein called the "Prior Agreement"); and

*WHEREAS*, in order to enhance its ability and capacity to issue additional Bonds for University Facilities (as defined in the Trust Agreement (herein the "Trust Agreement," unless the use of such term in context indicates another reference to be intended) dated as of June 1, 1972, as supplemented, by and between the University and The Ohio National Bank of Columbus, as Trustee), reduce the University's expenditures for debt service in the fiscal years 1975 through 1981, inclusive, and thereby provide for substantially level Bond service charges on all Bonds of the University to be outstanding after issuance of the Series 1974

Bonds, as hereinafter described, and enhance and protect the credit of the University, the Board has determined it to be necessary and advisable to refund the Series A, B, C, D, E, F, G and H Bonds through issuance of \$ \_\_\_\_\_ principal amount of General Receipts Bonds, Series 1974 (herein the "Series 1974 Bonds"), as the second issue of Bonds under and pursuant to the Trust Agreement, the proceeds of which Bonds (exclusive of accrued interest received upon sale thereof) will be used, together with other funds, to purchase book-entry United States Treasury Notes or Bonds - State and Local Government Series, or other direct and general obligations of the United States of America, satisfactory to the Trustee under the Prior Agreement and sufficient to pay at maturity the principal of and interest on the Series A, B, C, D, E, F, G and H Bonds presently outstanding to their respective maturities, which obligations of the United States of America shall forthwith be deposited with the Trustee under the Prior Agreement, pursuant to Section 13.01 of the Trust Agreement dated as of January 1, 1962, as amended, in order to effect satisfaction, cancellation and discharge of the Prior Agreement; and

*WHEREAS*, the University and the Trustee deem it necessary and appropriate to enter into this Escrow Agreement in order to confirm and provide for the exercise of the powers and duties of the University and the Trustee under the Prior Agreement, with respect to the obligations of the United States of America to be deposited with the Trustee under Section 13.01 of the Trust Agreement dated as of January 1, 1962, and other relevant pro-

visions of the Prior Agreement, and to protect the rights of the holders and owners from time to time of the Series A, B, C, D, E, F, G and H Bonds; and

WHEREAS, the Trustee has accepted the trusts created by this Escrow Agreement, and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS ESCROW AND TRUST AGREEMENT

WITNESSETH:

ARTICLE I

DEPOSIT OF DIRECT AND GENERAL  
OBLIGATIONS OF UNITED STATES  
OF AMERICA; ACKNOWLEDGMENT OF  
SATISFACTION

SECTION 1.01. Deposit of Direct and General Obligations.

The University deposits herewith book-entry United States Treasury Notes or Bonds - State and Local Government Series, or other direct and general obligations of the United States of America, in the respective principal (face) amounts, bearing interest and maturing or redeemable at the option of the owner or holder, as the case may be, all as more particularly described in Exhibit A attached hereto and by this reference made a part hereof, sufficient (without reinvestment) to pay as and when due the principal of and interest on the Series A, B, C, D, E, F, G and H Bonds to their respective serial maturities, which deposit is under and pursuant to Section 13.01 of the Trust Agreement dated as of January 1, 1962, as supplemented, by and between the

University and the Trustee, and hereby irrevocably instructs the Trustee to apply such direct and general obligations, together with all interest received thereon, to payment of the principal of and interest on the Series A, B, C, D, E, F, G and H Bonds to their respective serial maturities.

Contemporaneously with the execution of this Escrow Agreement, the Trustee has delivered to the University funds representing the current balance on deposit in various funds under the Prior Agreement, less an amount equal to the face amount of any of the Series A, B, C, D, E, F, G and H Bonds and coupons appertaining thereto which have matured but have not been presented for payment; the University hereby acknowledges receipt of such funds in the amount of \$ \_\_\_\_\_.

SECTION 1.02. Acknowledgment of Satisfaction by Trustee.

The Trustee hereby acknowledges that the direct and general obligations of the United States of America deposited with it under Section 1.01 hereof and as more particularly described in Exhibit A hereto are satisfactory to it in all respects. The Trustee agrees to proceed forthwith in the manner provided in the Trust Agreement dated as of January 1, 1962, as supplemented, to pay at maturity the Series A, B, C, D, E, F, G and H Bonds in full as to principal and interest from the proceeds of said direct and general obligations, and to execute and deliver, as requested by the Board of Directors of the University in its "Series 1974 Resolution,"

adopted November 25, 1974, proper instruments acknowledging satisfaction of and cancelling the Prior Agreement. The University shall not be entitled to any interest on any investment of the proceeds of said direct and general obligations, except as may hereafter be permitted by applicable laws and regulations and as the University may agree with the Trustee. As provided in Section 13.01 of the Trust Agreement dated as of January 1, 1962, such satisfaction of the Prior Agreement shall be without prejudice to the right of the Trustee to be protected and saved harmless by the University from any and all costs and expenses, including counsel fees at any time incurred by the Trustee under the Prior Agreement or hereunder or connected with any Bonds issued under the Prior Agreement, and the University has covenanted in said Section 13.01 and does hereby covenant to protect and save the Trustee harmless from any and all such costs and expenses. The University agrees to pay to the Trustee, for acting hereunder and as Paying Agent with respect to the Series A, B, C, D, E, F, G and H Bonds, the amounts from time to time due for such services in accordance with the schedule provided to the University at or prior to execution hereof, from the revenues of the Dormitory Facilities, as defined in the Prior Agreement. From and after execution of this Escrow Agreement, the Trustee shall charge no fees for acting as such under the Prior Agreement.

ARTICLE IIRIGHTS, DUTIES, AND RESPONSIBILITIES  
OF UNIVERSITY AND TRUSTEE UNDER PRIOR  
AGREEMENT.

In acting under Section 13.01 of the Trust Agreement dated January 1, 1962, and hereunder, the Trustee and the University shall be governed by the provisions of the Prior Agreement as applicable, and particularly insofar as the Prior Agreement provides for the manner of payment of the Series A, B, C, D, E, F, G, and H Bonds, as more particularly provided in Section 13.01 of the Trust Agreement dated as of January 1, 1962, for disposition of moneys remaining unclaimed by the holders of the Series A, B, C, D, E, F, G or H Bonds, or the coupons appertaining thereto, as more particularly provided in Sections 10.03 and 13.02 of the said Trust Agreement, and for appointment of successor trustees and merger or consolidation of the Trustee, as more particularly provided in Sections 10.06, 10.07 and 10.08 of said Trust Agreement. Neither such moneys nor any earnings thereon shall in any event be invested at a yield (calculated in accordance with the actuarial method of determining yield under applicable regulations of the Internal Revenue Service or the Department of the Treasury) greater than the yield (as so calculated) on the Series 1974 Bonds, nor shall interest on such moneys, if any be paid, be paid at a rate (as so calculated), in excess of such yield (as so calculated).

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.01. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the University contained in this Escrow Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the University to the full extent authorized by the Constitution and laws of the State of Ohio. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the University or its Board of Trustees in his or her individual capacity.

SECTION 3.02. Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the University and the Trustee and their respective successors and assigns, subject however, to any limitations contained in the Prior Agreement.

SECTION 3.03. Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.04. Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Escrow Agreement.

IN WITNESS WHEREOF, the University has caused this Escrow and Trust Agreement to be executed by its duly authorized officers and the seal of the University to be hereunto affixed, and The City National Bank and Trust Company of Columbus, as Trustee, in token of its acceptance of the trusts created hereunder, has caused this Escrow and Trust Agreement to be executed in its name by its duly authorized officers and has caused its seal to be hereunto affixed, all as of the day and year first above written, but actually on the dates of the respective acknowledgments.

THE PRESIDENT AND TRUSTEES  
OF THE OHIO UNIVERSITY  
and  
THE BOARD OF TRUSTEES OF  
THE PRESIDENT AND  
TRUSTEES OF THE OHIO UNIVERSITY

By \_\_\_\_\_  
President of the University

By \_\_\_\_\_  
Vice President and Treasurer  
of the University

[SEAL]

THE CITY NATIONAL BANK AND TRUST  
COMPANY OF COLUMBUS, Trustee

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Trust Officer

[SEAL]

STATE OF OHIO )  
 ) SS:  
COUNTY OF ATHENS)

On this \_\_\_\_\_ day of December, 1974, before me a Notary Public in and for said County and State personally appeared Harry B. Crewson and John F. Milar, President and Vice President and Treasurer, respectively, of The Ohio University and acknowledged the execution and ensèaling of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said University and the voluntary act and deed of said University.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN)

On this \_\_\_\_\_ day of December, 1974, before me a Notary Public in and for said County and State personally appeared \_\_\_\_\_ and \_\_\_\_\_,

Vice President and Trust Officer, respectively, of The City National Bank and Trust Company of Columbus, the bank which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said bank, that they did sign said instrument as such officers, respectively, for and on behalf of said bank and by authority granted in its rules and regulations and by its Board of Directors; that the same is their free act and deed as such officers, respectively, and the free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

## AN AGREEMENT

This Agreement between the Ohio Board of Regents (herein called "Regents"), the President and Board of Trustees of Ohio University (herein called "University"), and the Board of Trustees of the Scioto Technical College District (herein called "College"), under the authority of Section 3358.05 of the Ohio Revised Code, for the purpose of establishing a state general and technical college, (herein called G.&T.C.), to succeed to the operations of the Portsmouth Branch of Ohio University (herein called "O.U.P.") and the Scioto Technical College, witnesseth:

WHEREAS, the Board of Trustees of Ohio University, on May 20, 1974, in Resolution 1974-119, approved the establishment of a state general and technical college in Portsmouth, and approved the transfer of its Portsmouth Branch Campus to the new institution on June 30, 1975; and,

WHEREAS, the Board of Trustees of the Scioto Technical College District, on May 23, 1974, adopted a resolution proposing the establishment of a state general and technical college encompassing the present operations of the Scioto Technical College and the Portsmouth Branch of Ohio University, to begin operations on July 1, 1975; and,

WHEREAS, the Ohio Board of Regents, on June 21, 1974, in Resolution 1974-127, approved the establishment of a state general and technical college to serve Portsmouth and the surrounding area, in accordance with the resolutions of the University and College Boards; and,

WHEREAS, the Board of Trustees of the Scioto Technical College District has found and determined that this Agreement adequately provides for the achievement of the purposes for which the district was created and will be beneficial to the people of the district; and,

WHEREAS, the parties wish to move forward with the implementation of these Resolutions by establishing a state general and technical college to serve Portsmouth and the surrounding area;

Now, therefore, in consideration of the mutual terms, conditions and undertakings contained herein, it is agreed by and between the parties as follows:

SECTION 1. Creation of State General and Technical College.

In accordance with Section 3358.02 of the Ohio Revised Code, the Ohio Board of Regents will, at its next regular monthly meeting immediately following the execution of this Agreement by all parties, create a general and technical college to serve Portsmouth and the surrounding area. The general and technical college will succeed to the operations of O.U.P. and the College.

SECTION 2. Transfers of Assets.

- A. Subject to the terms, conditions and exceptions of this Agreement, University's assets and properties described in this Section shall, as of the "Transfer Date" (defined in Section 3) be conveyed, transferred, assigned and delivered by the University to the trustees of the General

and Technical College for the use in the conduct of the G.&T.C. as an institution of higher education as follows:

1. By conveyance to the State of Ohio, for the use and benefit of G.&T.C., all real estate and interests therein owned by the University and situated in the City of Portsmouth, Ohio, together with all buildings and improvements situated thereon and the appurtenances thereof. Such conveyance shall be by quitclaim deed, but University will not in any way convey or encumber any of such property after the execution of this Agreement by all parties except as provided herein or as agreed by the parties in writing.
2. By conveyance and delivery to the G.&T.C., by quitclaim deed or assignment, the personal property inventory and contractual rights and interests of the University at the O.U.P. campus, including without implied limitation the furniture, fixtures, equipment, and other furnishings, motor vehicles and interests in contracts, held or owned by the University for the use and benefit of, or in connection with the operation of O.U.P. on the transfer date. The University and G.&T.C. will jointly determine what personal property and contractual interest are included within the scope

Attachment 7, pg. 4

of the foregoing description; specifically excluding therefrom the book, furniture, fixture, and merchandise for sale inventory of the O.U.P. bookstore and all administrative, personnel, and student records and files that are to be retained by the University.

B. Subject to the terms and conditions of this Agreement, College's assets and properties described in this Section shall, as of the Transfer Date (defined in Section 3) be conveyed, transferred, assigned and delivered by the College to the G.&T.C. for use in the conduct of the G.&T.C. as an institution of higher education as follows:

1. By conveyance to the State of Ohio, for the use and benefit of G.&T.C., all real estate and interests therein owned by College, together with all buildings and improvements thereon and the appurtenances thereof (herein called "College Property"), such conveyance to provide that the interest created in the State of Ohio, for the use and benefit of G.&T.C. shall last only until such time as the G.&T.C. has constructed or acquired other facilities to take the place of the College property, thereby rendering the College property unnecessary, in the judgment of the G.&T.C., to the operations of the G.&T.C. The conveyance to the State of

Ohio, for the use and benefit of the G.&T.C. will further provide that upon the happening of the events just described, all right, title and interest in the College property will immediately, and without the necessity of any further action by any person, body, or organization, vest in the Board of Education of the Scioto Joint Vocational School District. The conveyance just described will be by quitclaim deed, but College will not in any way convey or encumber any of such property after the execution of this Agreement except as provided herein or as agreed by the parties in writing.

2. By conveyance and delivery to the G.&T.C., by quitclaim deed, all personal property of the College, of whatsoever kind and description, including without implied limitation, the furniture, fixtures, equipment, motor vehicles, and other furnishings held or owned by the College for the use or benefit of, or in connection with the operation of the College on the Transfer Date.
3. By conveyance or assignment to the G.&T.C., all other property of the College, tangible or intangible, real, personal or mixed, accounts receivable, loans receivable, bank accounts, cash and securities, rights and

requirements under contracts, agreements, licenses, subscriptions, pledges and insurance policies, patents, trademarks, copyrights and applications, registrations pertaining thereto, held or owned by the College absolutely or beneficially on the Transfer Date.

4. With the approval of the Federal Government, assignment of all payments, receipts and collections to be made on all outstanding loans under the National Direct Student Loan Fund upon the G.&T.C.'s assumption of responsibilities for collections and administration of the Fund.

5. All official College records and files, financial records and other data relating to the assets and operations of the College and its predecessors, specifically including, without implied limitation, bank account records, contracts, agreements, insurance policies, books, student records and other data. G.&T.C. agrees to retain all student records and provide transcripts to former College students to the extent and in the same manner as it does with its own students.

C. To the extent that any of the foregoing conveyances, transfers or assignments shall require the consent or agreement of persons other than

parties hereto, this Agreement shall not constitute an agreement to convey, transfer or assign the same if a conveyance, transfer or assignment by University or College would constitute a breach of any binding agreement to which the University or College is a party. The G.&T.C. will exercise its best efforts to obtain all such required consents and agreements, and the University and College agree to fully cooperate in obtaining such consents. College and University further agree to cooperate with G.&T.C. in all reasonable arrangements to provide G.&T.C. the lawful and proper use of such property where the consents or agreements are not obtainable. This Agreement will not require the transfer of ownership of or rights of possession in such property, if any, as University or College may be without authority under the law or by reason of the terms of any gift thereof so to transfer.

SECTION 3. Transfer Date and Closing.

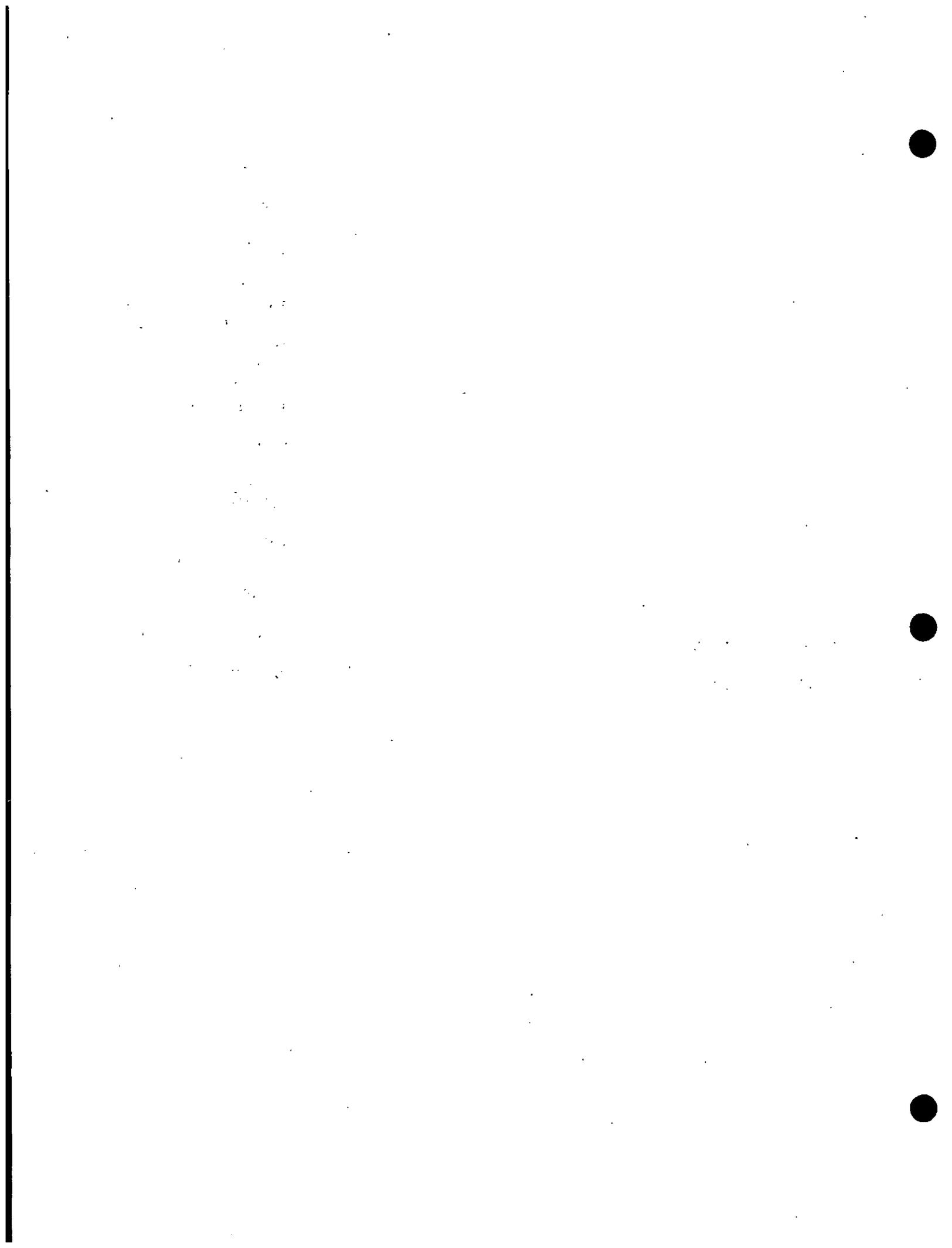
Subject to all the terms hereof, and to any amendments or termination of this Agreement, the Transfer Date shall for all purposes of this Agreement be July 1, 1975. The Transfer Date closing, at which, among other things, the transfers required by Section 2 of this Agreement shall be made, shall take place on the Transfer Date, or on any day within ninety days thereafter as may be agreed by the Presidents of University

and College and the Chancellor of the Board of Regents. The Transfer Date Closing shall take place at 10:00 A.M. (Columbus, Ohio Time) at the offices of the Ohio Board of Regents, 30 East Broad Street, Columbus, Ohio, or at such other hour or place as the Presidents of University and College and Chancellor of the Ohio Board of Regents agree upon.

As of the Transfer Date Closing, G.&T.C. will succeed to the operations of O.U.P. and College. When all conveyances, transfers and assignments required by this Agreement have been made, O.U.P. and College shall be dissolved. To effectuate such dissolution, the Board of Trustees of the Scioto Technical College District will, within 30 days after the completion of all conveyances, transfers and assignments required by this Agreement, by formal resolution surrender its Charter to the Ohio Board of Regents, and request the Board of Regents to withdraw the District's official plan.

SECTION 4. 1975 Summer School Program.

The 1975 Summer School Program will be provided under the auspices of G.&T.C. The University will permit use of the O.U.P. facilities and support services, and will cooperate in the organization, scheduling and operation of the Summer School Program until the Transfer Date, or the end of the pay period specified in Section 5 hereof, whichever is applicable. The students enrolled in Summer School will be registered with G.&T.C. All fees and charges will be paid to the G.&T.C., and the G.&T.C. will provide all academic programs and credit during the Summer School Program.



SECTION 5. Financial Transition.

A. All of the University's accounts relative to O.U.P. will be closed at their actual balances as of June 30, 1975, and retained by the University; and the University will retain all O.U.P. accounts receivable as of June 30, 1975. Purchase orders at O.U.P. which are open as of June 30, 1975 will be disposed of as follows:

1. Orders open with goods/services received prior to June 30 will be paid by University..
2. Orders open with goods/services received after June 30 will be paid by G.&T.C. All library invoices received after June 30 will be paid by the G.&T.C.

The last payroll periods paid by University with respect to O.U.P. personnel will be as follows, with all payrolls thereafter paid by G.&T.C.:

Faculty	Paid for 1974-75 academic year; last payroll June 1 or September 1, according to previously elected faculty compensation plan.
Graduate Assistants	June 1
Classified Civil Service	Payperiod ending June 21, paid July 3
Students	Payperiod ending June 21, paid July 3
Administrators	June 30

The University will in addition pay all employment benefits and liabilities applicable to its payroll (including but not limited

to retirement, workmen's compensation, and insurance) to the above periods, and will provide insurance coverage for contractual employees through August 31, 1975, as per existing policies; and both the employment benefits accorded O.U.P. personnel and the University's employment liabilities will no longer accrue after June 30, 1975, or the last day of the payroll period, whichever is earlier.

B. All of the College's accounts and books will be closed as of June 30, 1975, and all accounts receivable assigned to G.&T.C. Purchase orders at College which are open as of June 30, 1975, will be paid by G.&T.C. All debts and liabilities of College will be assumed by G.&T.C., except that no single liability in excess of \$5,000 will be assumed.

The last payrolls paid by the College will be as follows with all payments thereafter being made by G.&T.C.:

All employees June 30

The College will in addition pay all benefits and liabilities applicable to its payroll (including, but not limited to retirement, workmen's compensation and insurance) to the above dates.

- C. The G.&T.C. will comply with all applicable laws and regulations relative to workmen's compensation and unemployment compensation.
- D. Except as expressly provided herein (including Section 12 hereof), nothing in this Agreement

shall be construed as any assumption by G.&T.C. of any debts, liabilities or obligations of University of any kind or nature, and whenever accruing.

SECTION 6. Personnel.

The parties agree (in conjunction with Section 12) on the basis of the mutual considerations set forth in this Agreement that the employment relationship between the University and its classified and faculty and administrative contractual employees assigned to O.U.P. are totally and fully severed effective no later than July 1, 1975. Further, subject to all applicable laws and other legal requirements, including without implied limitation Chapter 124 of the Ohio Revised Code, the G.&T.C. will retain, through June 30, 1976, all personnel employed by the University and assigned to O.U.P., and all personnel employed by College, as of the date of execution of this Agreement, and who remain so employed and assigned for the remainder of the 1974-75 academic year. Such retention will be at no reduction in compensation, and the G.&T.C. will, subject to all applicable laws and regulations, provide for a transfer of accumulated vacation leave and sick leave, and will attempt to provide adequate employment benefits to retained personnel. The G.&T.C. will not be required to retain University O.U.P. or College personnel who began their duties, or were assigned to O.U.P. by University, after the date of execution of this Agreement, and University and College agree to notify such personnel that their employment may be terminated as of June 30, 1975.

SECTION 7. Intention to Use for Educational Purposes.

It is the expressed intention of the parties that G.&T.C. shall conduct an educational program at, near, or on the real estate to be conveyed pursuant to this Agreement; provided, however, this intention and Agreement shall not be construed as, or be deemed to impose any restriction, limitation or trust for such purposes on the real estate.

SECTION 8. College Students.

Any student who applies for admission to the G.&T.C., and who is in good standing at the College or O.U.P., shall be accepted by G.&T.C. as a transfer student in the next succeeding academic term after such application. The G.&T.C. will give credit for academic study completed satisfactorily by such students at the College or O.U.P.

The University agrees to provide copies of transcripts of O.U.P. students upon the request of such students or G.&T.C. at no charge until January 1, 1976; all other records of O.U.P. students will be available from the University according to the University's then operating policies and procedures.

The University will assume full responsibility for administration and collection of N.D.S.L. loans made to O.U.P. students before July 1, 1975; and the University and G.&T.C. agree to provide each other all relevant information and data to comply with reporting requirements of federal and state governmental grants.

SECTION 9. Interim Cooperation.

During the period between the date of execution of this

Agreement and the Transfer Date, the parties shall closely cooperate on all matters pertaining to the properties, assets, and other provisions described in this Agreement and shall provide such information to each other as is necessary or appropriate to carry out the intentions herein expressed.

SECTION 10. Conditions of Effectiveness.

All obligations of the parties hereunder are hereby expressly made subject to the meeting or fulfillment prior to or on the Transfer Date of each of the following conditions unless waived by the parties or their chief executive officers:

- A. The parties shall have performed and complied with all agreements and conditions required hereunder to be performed and complied with;
- B. The character of the College and of O.U.P. shall not have been substantially changed by reason of any governmental action, or natural or other calamity;
- C. There is not then pending or threatened litigation to restrain, enjoin, contest or otherwise affect the execution and delivery of the instruments of conveyance, transfer or assignment to be delivered at the closing date, or questioning in any manner the proceedings or authority under which this Agreement or said instruments are executed and delivered or the terms of this Agreement;
- D. Lack of knowledge by the parties of any undisclosed condition which would have a material

adverse effect on the purpose and intentions  
of this Agreement.

SECTION 11. Parties and Persons Entitled to Benefits of this Agreement.

This Agreement shall inure solely to benefit of the College, the University, the Regents, and the G.&T.C., their specific successors and assigns, and it is hereby expressly understood and agreed that this Agreement shall not inure to the benefit of, and no rights are created hereunder enforceable by, any other person, firm or entity including without limitation, any individual, faculty, staff, personnel or other employee of any party or any of the students enrolled at the College, the University, or the G.&T.C.

SECTION 12. Obligations of the Parties.

The G.&T.C. will indemnify and save harmless the University from all claims, damages, unemployment compensation awards and any other liability that may arise out of implementation of this Agreement. This indemnification and saving harmless of the University includes but is not implicitly limited to claims by former University personnel and claims arising from the transfer of any real or personal property pursuant to the terms and conditions of this Agreement; and it further shall cover the expenses of all awards, damages, settlements and legal or other expenses the University may incur as a result of litigation, claims or administrative proceedings. University will promptly notify G.&T.C. of any lawsuit, claim, or administrative proceeding which may require indemnification under this Section.

G.&T.C. will be given the opportunity to participate in the defense of any such lawsuit, claim or administrative proceeding; and no such lawsuit, claim or administrative proceeding will be compromised or settled by University without the prior written consent of G.&T.C.

Notwithstanding any other provisions of this Agreement, the obligations, duties and performance of this Agreement by the parties hereto shall not in any way constitute or be deemed to constitute duties, obligations, liabilities or debts of the State of Ohio; and the State of Ohio shall not be required by reason hereof to levy, collect or apply any taxes nor appropriate any moneys for the discharge thereof.

SECTION 13. Amendments or Termination.

This Agreement may be amended at any time, and from time to time after the date hereof, by written instrument executed by the parties or their chief executive officers. Reference herein to "this Agreement" shall be deemed to include this Agreement as originally executed, and all amendments, exhibits, and supplements thereto.

SECTION 14. General.

This Agreement shall be executed in at least 5 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall inure to the benefit of and be binding upon the College Trustees, the University Trustees, the Board of Regents, and the G.&T.C. Trustees when appointed, and shall be enforceable only by them. References in this Agreement to

to the date of this Agreement or the date of execution hereof shall mean the date on which this Agreement was executed on behalf of all of the first three parties above, and this Agreement shall be effective only when so executed.

In case that any covenant, stipulation, obligation, agreement or action, or part thereof, made, assumed, or taken under this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other covenant, stipulation, obligation, agreement, action or part thereof, made, assumed, or taken under said Agreement, which shall be construed and enforced as if such provision, to the extent invalid or illegal, were not contained therein, and each such covenant, stipulation, obligation, agreement or other provision, or part thereof, shall be deemed to be made and entered into in the manner and to the full extent permitted by law to accomplish most nearly the intention thereof. The obligations and duties imposed upon or assumed by all parties under this Agreement are established as duties specifically enjoined by law upon such parties and their respective officers, and result from their respective offices, trusts or stations within the meaning of Section 2731.01 of the Revised Code. This Agreement is entered into on behalf of the College trustees, the University trustees, the G.&T.C. trustees when appointed, and the members of the Board of Regents, solely in their official capacities, and no obligation hereunder shall constitute the personal obligations, either jointly or severally, of such trustees or regents as individuals.

The parties have caused this Agreement to be executed by their respective representatives duly authorized by each of them respectively as of the dates subscribed below.

Witnesses as to Harry B. Crewson and Robert E. Mahn

THE PRESIDENT AND BOARD OF TRUSTEES OF OHIO UNIVERSITY

\_\_\_\_\_

By: Harry B. Crewson, President

\_\_\_\_\_

By: Robert E. Mahn, Secretary to the Board of Trustees

DATED: \_\_\_\_\_

Witnesses as to Walter N. Brown and Frank C. Taylor

THE BOARD OF TRUSTEES OF THE SCIOTO TECHNICAL COLLEGE DISTRICT

\_\_\_\_\_

By: Walter N. Brown, Chairman Board of Trustees

\_\_\_\_\_

By: Frank C. Taylor, President

DATED: \_\_\_\_\_

Witnesses as to John Marshall Briley and James A. Norton

THE OHIO BOARD OF REGENTS

\_\_\_\_\_

By: John Marshall Briley, Chairman, Board of Regents

\_\_\_\_\_

By: James A. Norton, Chancellor

DATED: \_\_\_\_\_

STATE OF OHIO :  
 : SS:  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 1974, before me a Notary Public in and for said County and State personally appeared Harry B. Crewson and Robert E. Mahn, President and Secretary to the Board of Trustees, respectively, of Ohio University, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of the Board of Trustees of Ohio University.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF :  
 : SS:  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 1974, before me a Notary Public in and for said County and State personally appeared Walter N. Brown and Frank C. Taylor, the Chairman of the Board of Trustees of the Scioto Technical College District and President of Scioto Technical College, respectively, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of the Board of Trustees of the Scioto Technical College District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF OHIO :  
 :  
 : SS:  
 :  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 1974 before me a Notary Public in and for said County and State personally appeared John Marshall Briley and James A. Norton, the Chairman and Chancellor, respectively, of the Ohio Board of Regents, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of the Ohio Board of Regents.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

(SEAL)

11/18

NOV 18 1974

Attachment 7, pg. 20

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

DATE November 18, 1974

TO Dr. Harry B. Crewson, President

FROM John F. Burns, Director of Legal Affairs *JFB*

SUBJECT OHIO UNIVERSITY-PORTSMOUTH AND SCIOTO TECHNICAL COLLEGE MERGER AGREEMENT

During the past few weeks, the arrangements to establish a State General and Technical College through the merger of the Ohio University-Portsmouth Regional Campus and the Scioto Technical College have been completed. Specifically, the effects of the merger have been discussed with the affected University officers and personnel and on this basis, the transitional agreement required by Section 3358.05 of the Ohio Revised Code has been negotiated with representatives of the Ohio Board of Regents and the Scioto Technical College.

The transitional agreement is being prepared in the Regents' office and will be forwarded to the University this week.

Pursuant to Resolution 1974-119, passed by the University Board of Trustees on May 20, 1974, approving transfer of the Portsmouth Regional Campus to the new institution, I would like to request that the Trustees adopt the attached resolution authorizing the University to enter into the transitional agreement to create the new State General and Technical College.

JFB:stf

Attachment

*11/19 - Approved for transmittal to the Board of Trustees with the recommendation that it be approved.*  
*JFB*

Becomes  
Agenda page  
83226

AGREEMENT  
BETWEEN  
OHIO UNIVERSITY  
and  
LOCAL 1699  
OHIO UNIVERSITY  
EMPLOYEES  
AFSCME, AFL-CIO

EFFECTIVE

November 22, 1974 to November 22, 1977

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## INTRODUCTION

Ohio University and Local 1699, AFSCME, having engaged in discussions and presentation of positions for the purpose of establishing harmonious employment relationships, have as a result agreed in certain principles (hereinafter "Agreement") and state as follows:

### ARTICLE 1 -- JOINT RESPONSIBILITIES

The University and Local 1699 of the American Federation of State, County and Municipal Employees Union (AFL-CIO) recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in this Agreement their commitment not to discriminate because of race, creed, sex, age, color, physical handicap, nationality or political belief, or for participation in or affiliation with any labor organization.

### ARTICLE 2 -- OHIO REVISED CODE

It is understood that matters specifically covered by the Ohio Revised Code shall be observed.

### ARTICLE 3 -- MANAGEMENT RIGHTS

Ohio University retains the sole and exclusive right to manage its operations, buildings and plants and to direct the working force. The University in the exercise of its rights shall observe the provisions of this Agreement.

The right to manage the operations, buildings and plants and to direct the working force includes the right to hire, suspend or discharge for proper cause, transfer, and the right to lay off employees from duty because of lack of work or for other legitimate reasons, consistent with this Agreement.

The right to manage shall also include the authority to establish policy and procedures governing and affecting the operations of the University, but shall in no event be in contradiction to the provisions of this Agreement.



## ARTICLE 5 -- UNION RECOGNITION

- A. The University recognizes the Union pursuant to Section 9.41 of the Revised Code of Ohio, and will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Agreement and the Grievance Procedure which is a part thereof.

In the event of future enabling legislation in the area of Union recognition or Union security, the University will meet promptly with Union representatives to consider provisions in that area, within the bounds of such legislation. The other terms of the Agreement will continue unchanged.

- B. The Union is the sole representative for the Agreement Unit.
- C. The unit for purposes of this Agreement is: All operating classified personnel of Ohio University in departments specified in Article 12, but excluding all students, casual or temporary employees, probationary employees, administrative employees, office clerical employees, security officers and dispatchers, professional and supervisors.
- D. The term "supervisor" for the purposes of this Agreement, means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- E. All provisions of this Agreement shall apply only to employees and departments in the Agreement Unit unless specifically stated otherwise.
- F. Classifications of all positions in the Agreement Unit will be listed on departmental seniority lists provided to the Union under terms of Article 12. Any position classification not shown on the seniority list is considered outside the Agreement Unit.
- G. Any disagreement between the Union and the University regarding positions which are not in the Agreement Unit will be resolved through the Grievance Procedure which is a part of this Agreement.
- H. Notwithstanding the foregoing, the University acknowledges the Union as representing eligible office clerical employees on a members-only basis as shown by the University's check-off records.
- I. Eligible clerical employees are all regular full-time or permanent part-time classified clerical employees excluding casual or temporary employees, probationary employees during the first 90 days of their employment, administrative employees, confidential employees, professional and supervisors.

## ARTICLE 6 -- PROTECTION OF AGREEMENT UNIT

The University agrees that openings in the Agreement Unit which do not qualify as supervisory positions (as defined in the National Labor Relations Act) will not be filled by contract employees, but rather by classified employees covered by this Agreement.

## ARTICLE 7 -- CONTRACTING FOR SERVICES

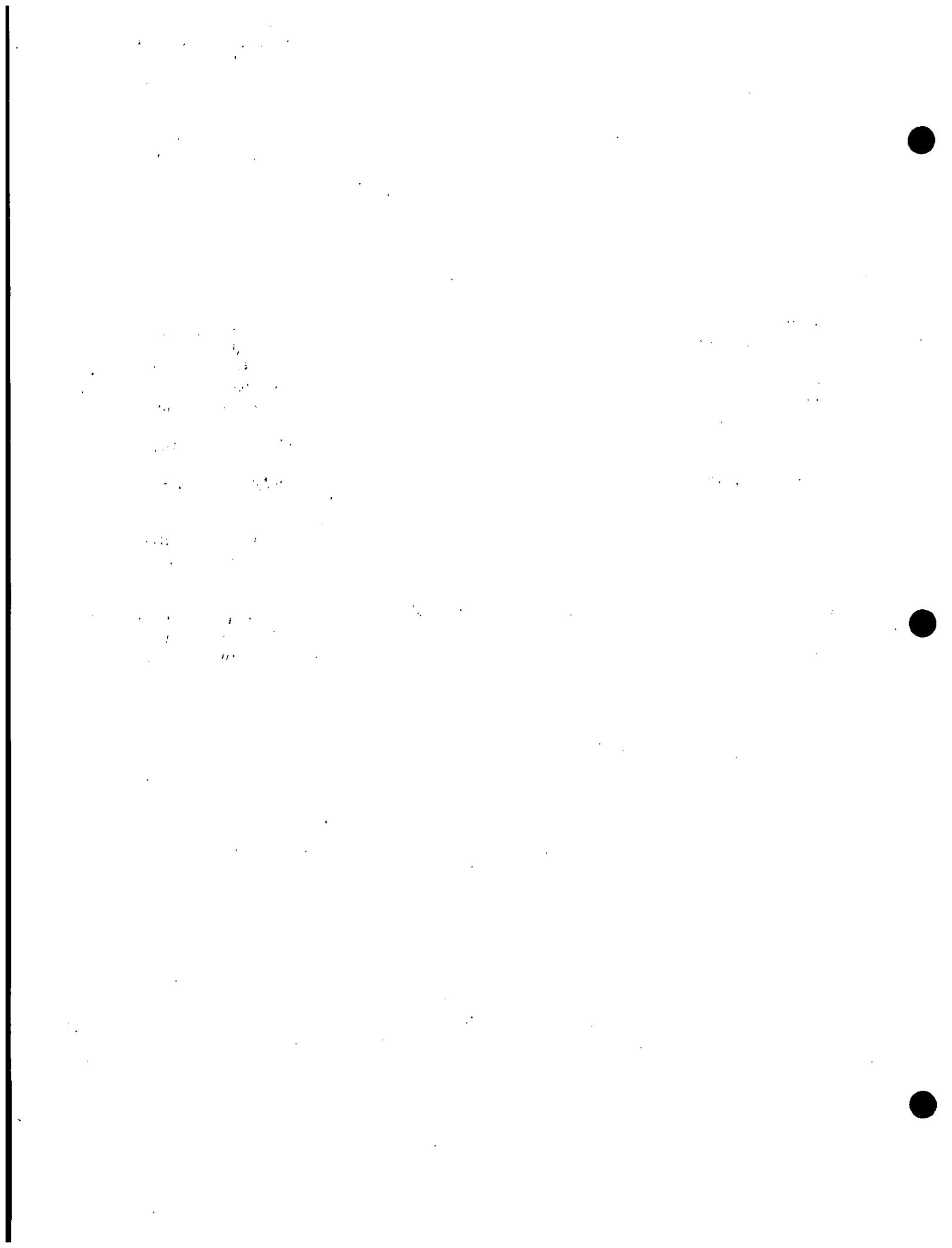
- A. The parties recognize that the University may contract out or sub-contract work in any department covered by this Agreement, in cases of emergency, or temporary employment, or in cases where specialized, professional or technical services are required and where present employees do not possess the skills in sufficient number to perform the required work.
- B. In the event of such contracting out or sub-contracting, no employee shall be laid off or take a reduction in pay as a direct result thereof.
- C. If any department covered by this Agreement is permanently shut down, a Special Conference with the Union will be scheduled. The conference will make every good faith effort to place the employees elsewhere with the University or with another employer.

## ARTICLE 8 -- NO LOCKOUT - NO STRIKE PLEDGE

It is mutually agreed upon and pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Agreement or any renewal thereof, nor shall there be any strike or threat of strike. The parties also agree that there will be no reservations, special circumstances, or exceptions warranting a lockout or strike; and that the established grievance procedure of this Agreement provides a mutually acceptable means for orderly settlement of all disputes that may arise, and that each party will cooperate with the other to implement arbitration as set forth in Article 16 of this Agreement.

## ARTICLE 9 -- HOURS OF WORK AND OVERTIME

- A. The regularly scheduled work week for permanent, full-time, regular employees shall consist of forty (40) hours which shall consist of five (5) days of eight (8) hours per day. The five (5) consecutive day work



week will be continued in departments so scheduled and qualified senior (classification seniority in the department) employees will be given preference for the Monday through Friday schedule as openings occur on such schedule.

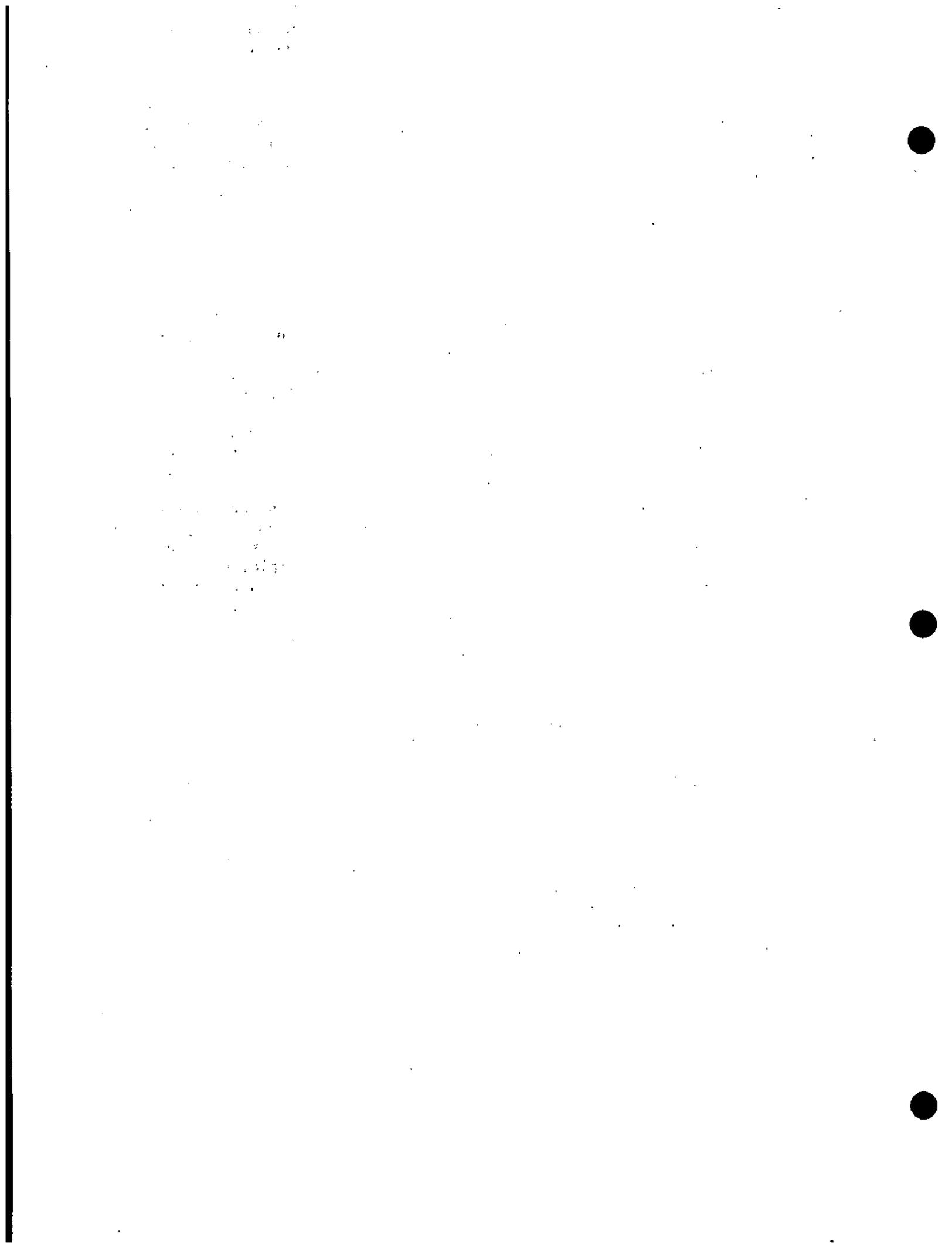
- B. For purposes of computation of pay, the pay week is defined as Sunday 12:01 a.m. through Saturday midnight.
- C. In no case will payment be made for time not worked other than as specifically set forth in this Agreement or through applicable State or Federal legislation.
- D. All hours worked in excess of forty (40) in any one pay week shall be paid at the rate of time and one-half the employee's regular rate of pay. (In the event of legislation which makes it possible to change this method of overtime calculation, the parties will meet in Special Conference to work out a new formula.)
- E. The overtime rate (one and one-half the regular rate of pay) for employees in the Agreement Unit shall be paid to employees while on stand-by basis in accordance with the Federal Fair Labor Standards Act.
- F. In no case will overtime pay be pyramided.

#### ARTICLE 10 -- EQUALIZATION OF OVERTIME

The University will rotate overtime opportunities among qualified employees in a department who normally perform the work that is being assigned for overtime. The University agrees to post and maintain overtime rosters, which shall be made available to the District Steward upon request. Said rosters shall be posted in the departments and kitchens and will include a list of overtime hours worked and refused with overtime awarded to the employee within the department who on the roster has the fewest aggregate hours worked and refused. If an employee on a shift is offered overtime on another shift solely for the purpose of equalizing overtime, the "call in pay" provision does not apply with respect to this Article.

An employee who is offered but refuses overtime assignments shall be credited with the amount of overtime (not less than 2 hours) for purposes of this Section.

If it is determined that an employee has not been given his overtime opportunity it will be the sole obligation of the University to give preference to such employee in future overtime assignments to correct the imbalance of opportunity.



Normally, overtime assignments will be made in the department to qualified volunteers. If qualified volunteers are not available in the required numbers, then overtime assignments will be made to qualified employees following the "juniority" principle, i.e., to the least senior qualified employees.

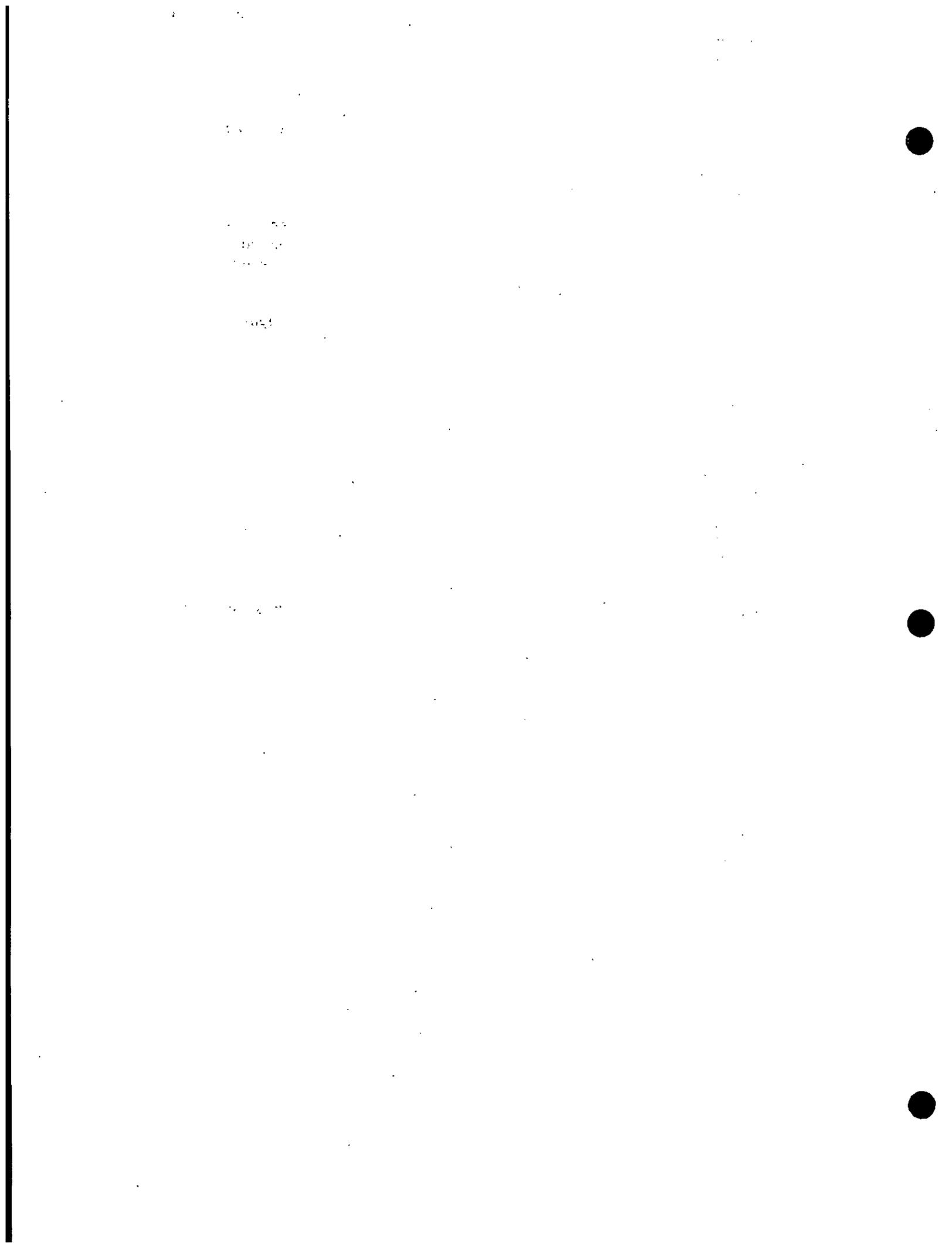
#### ARTICLE 11 -- CALL-IN PAY - REPORTING PAY

Employees who are called in to work off-schedule shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay, except in cases where call-ins are scheduled for the purpose of fulfilling training requirements in which cases the minimum guarantee is three (3) hours of work. This provision does not apply when call-in hours are contiguous with a regular shift assignment.

Employees who report for work at their place of work as scheduled and for whom no work in their regular classification is available shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay. Management will attempt to notify employees of breakdowns or other emergencies which may close down some operations.

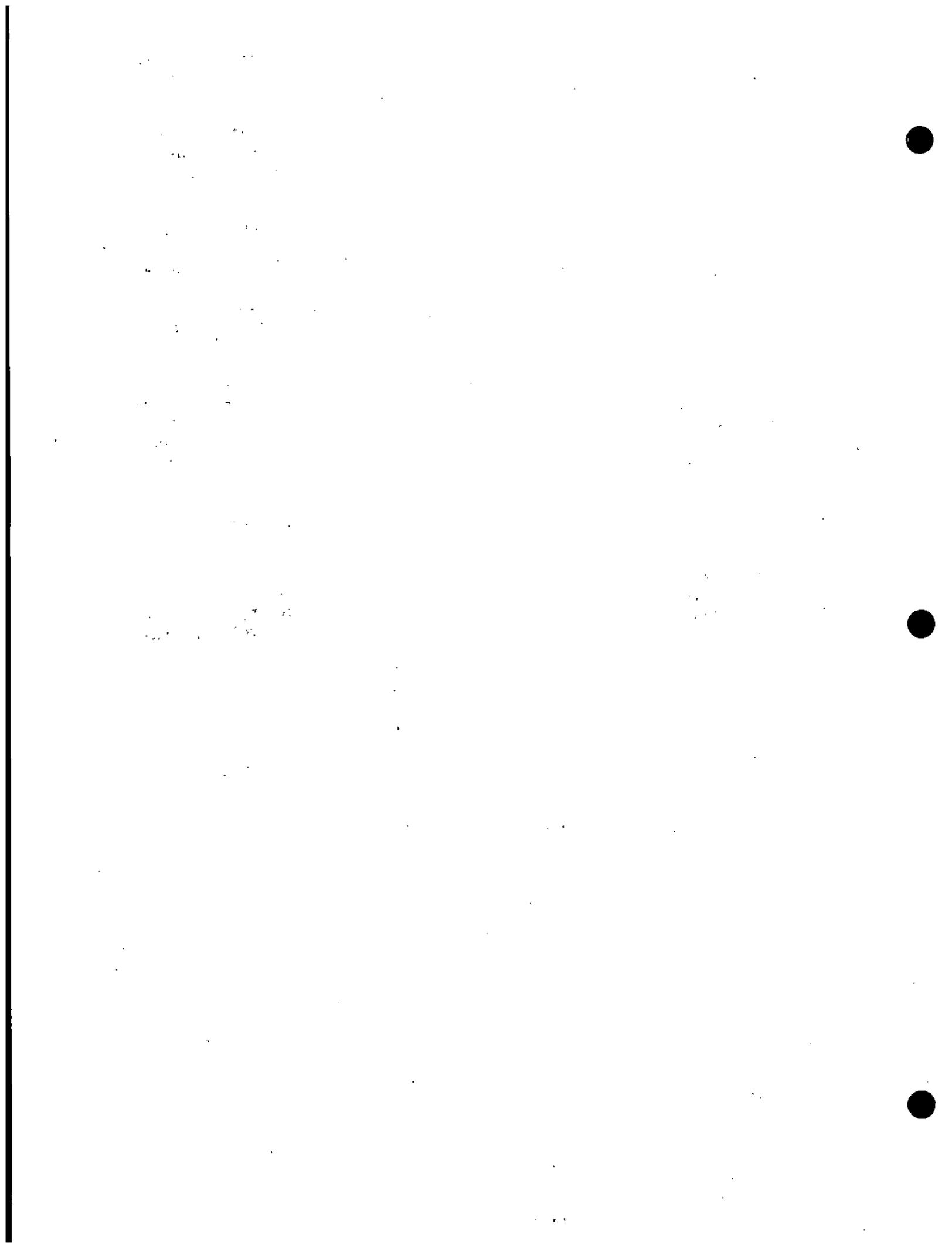
#### ARTICLE 12 -- SENIORITY, LAYOFF AND RECALL

1. The following seniority definitions will apply:
  - A. "Classification seniority" is the employee's length of continuous service in his current classification.
  - B. "Department seniority" is the employee's length of continuous service since the date of his last assignment to the department in which he is currently a member.
  - C. "University seniority" is the employee's length of continuous service with the University from his most recent date of hire or assignment to regular full-time status.
2. All employees shall be considered probationary employees for the first 120 days of employment. During the first 90 days of the probationary period, employees may be terminated at the option of the University, without recourse to the grievance procedure. However, if an employee is retained beyond his probationary period, his seniority date shall date back to the last date of hire.



- 3. An employee's seniority shall terminate:
  - A. If the employee quits.
  - B. If the employee retires.
  - C. If an employee is discharged and not reinstated.
  - D. If the employee is laid off for a period of more than 12 consecutive months.
  - E. If an employee who has completed his probationary period fails to report to work as scheduled after leave of absence or layoff, he may be terminated effective on the 4th day following delivery to his last known address of a certified letter from the University advising him he is to be terminated if he does not contact the University.
  
- 4. If the University must schedule a reduction in the work force for a period exceeding fifteen (15) work days, such reduction will be scheduled in accordance with Section 124.32 of the Ohio Revised Code.
  
- 5. Employees will be recalled to work in the reverse order of the layoff.
  
- 6. Departments for the purpose of this article, shall be defined as:
  - A. Residence Halls Food Service
  - B. Residence Halls Housekeeping
  - C. Physical Plant
    - 1. Each shop of Building Maintenance composes a department. Employees in the Mill Street Apartments maintenance shop will be assigned to the South Green seniority roster.
    - 2. Custodial Maintenance
    - 3. Grounds Maintenance
    - 4. Each shop of Utilities Maintenance composes a department.
    - 5. Key Shop
  - D. Central Food Facilities
  - E. Central Receiving
  - F. Laundry
  - G. Upholstery
  - H. Mail Room
  - I. University Garage
  - J. Health Center
  - K. Baker Center
  - L. Graphics Reproduction
  - M. Computer Operations
  - N. University Switchboard
  - O. Airport Services

Additional departments may be added to this list by mutual agreement of the University and the Union.

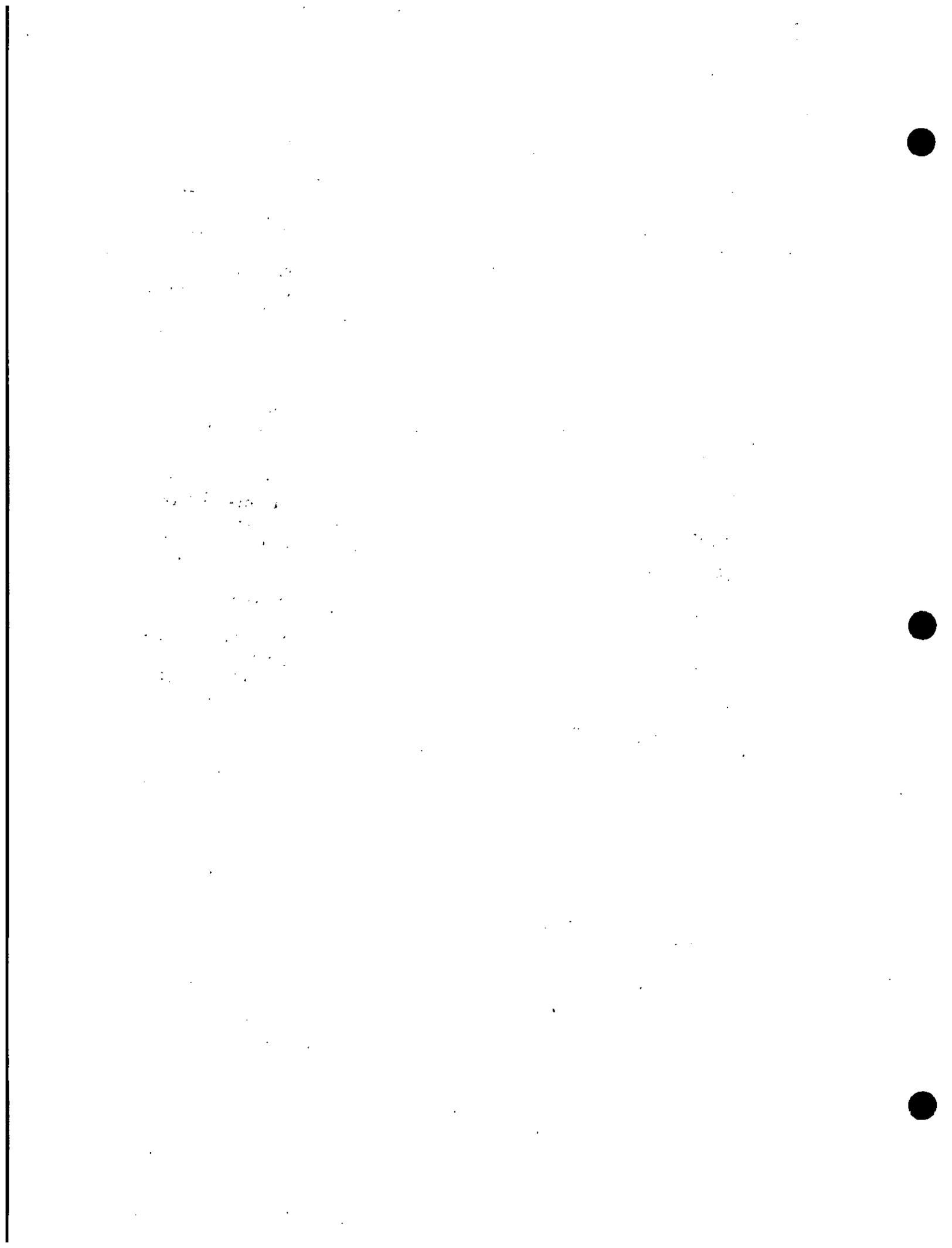


7. Within sixty (60) days after executing this Agreement and annually, thereafter, the University will prepare seniority lists showing the seniority of each employee covered by this Agreement in the departments listed in 6 above. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period. If two or more employees have the same seniority date, their names shall appear alphabetically. A copy of seniority lists, when prepared, shall be forwarded to the Union.
8. Employees to be laid off for a period in excess of five (5) working days will be notified as far in advance as possible.
9. The University will continue its efforts to minimize seasonal layoffs. Therefore, when there are seasonal layoffs, the University will, before hiring new employees, whether regular, part-time or temporary, offer such work to laid-off regular employees, regardless of department who request such work, who are available for such work, and who are capable of performing such work.
10. When vacancies are not filled by the procedures established in Article 14, and are to be filled by a transfer, the University will, whenever practicable, transfer the least senior qualified employee in the classification affected.
11. It is recognized that the University must maintain a student work force to provide financial assistance to students and for the maintenance of services which cannot normally be performed by classified employees and for temporary situations when classified employees are not available. However, the University agrees that it will not employ students to displace employees covered by this Agreement nor will the University hire additional students in a manner to erode the strength of the Union.

When a reduction in the work force for a period exceeding five (5) work days becomes necessary in any department covered by this Agreement, the parties will meet in Special Conference in an attempt to minimize the impact of the layoff. The University will, in no case, hire additional students to displace regular employees; and, there will be an accompanying layoff of student employees.

#### ARTICLE 13 -- WORK BY SUPERVISORS

Supervisors (as defined in the National Labor Relations Act) shall not, by performing their duties in any one of the departments covered by this Agreement, displace or cause to be laid off, a regular employee from a regularly scheduled assignment.

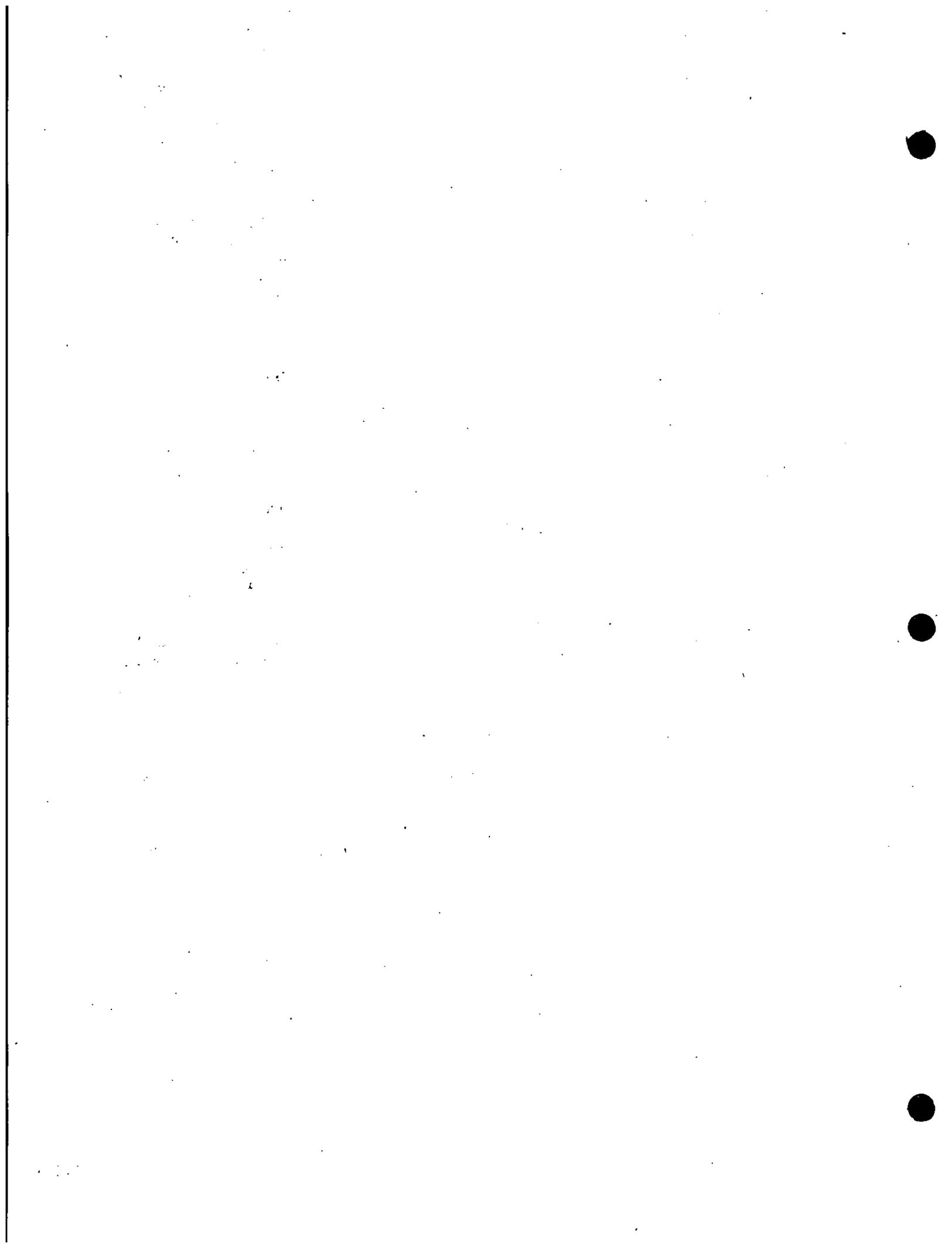


Contract employees will not assume the duties of employees covered by this Agreement in such a way as to displace or cause the layoff of such employee.

ARTICLE 14 -- JOB POSTING AND TRANSFER PROCEDURE

A job vacancy subject to the following procedure exists when an employee of the University covered by this Agreement retires, quits, transfers, or otherwise separates from his existing employment position at the University, when a new employment position is created by the University, and the University decides to fill such vacancy.

- A. In-Department Rundown--Should such job vacancy occur it will be filled in the following manner:
1. The University shall post in the department wherein the vacancy occurs and deliver to the Union President a notice of vacancy which shall include classification, location of job, hours of work, pay range, brief description of duties and minimum qualifications.
  2. The University will then fill the vacancy within the department by promoting the most senior employee by classification seniority within the department in the next lower classification or career ladder level, who indicates a willingness to accept the promotion subsequent to its being offered and who possesses the general qualifications and training necessary for the job under consideration. All employees agree to cooperate with this procedure to insure its smooth operation. The University will provide the Union at the time of selection with notice of the employee selected.
- B. University-Wide Posting--If a job vacancy remains after completion of the procedure outlined in A, notice of the vacancy will be posted on designated University bulletin boards indicating that a vacancy exists. Details of the vacancy will be provided in the notice of the vacancy.
1. Vacancies will be posted for a period of three work days (not including the day of posting). Any eligible employee who is interested in the position should apply in the Personnel Office. If an employee is unable to apply at the Personnel Office at a time other than during his regular work hours, the employee should consult with his supervisor to schedule a mutually agreeable time to make application.
  2. The University will furnish the Union on the date of the posting a copy of the posting.
  3. The position will be filled by the University on the basis of selecting the employee applicant with the greatest University-wide seniority who has the general qualifications and training necessary for the job under consideration.



4. The University, following selection, will furnish the Union with posting information indicating the employees who bid, the employee selected and the seniority of the employees who bid.
- C. A vacancy may be filled on a temporary basis during the operation of the posting procedure by a temporary transfer.
- D. An employee will be considered for an announced job vacancy only after he has completed at least 120 days with the University. The 120 day requirement may be lowered to 60 days by mutual agreement, if there are no other qualified applicants within the University.
- E. An employee may exercise his classification seniority within his department for shift and location preference when an opening occurs within his classification. An employee who desires a change in shift or location within his department must make application in writing to his department head indicating the location and shift preferred. To be eligible for such a transfer, the employee must have made his written application prior to the run-down or University-wide posting. A transfer in shift or location under this procedure shall be limited to one per employee during any six-month period. The operation of "E" herein will take precedence and operate prior to any other section of this article.
- F. It is understood that entry level positions will first be subject to the procedure outlined in E. The entry level opening which remains will then be subject to the procedures outlined in B (University-wide posting). When a posted entry level position is filled with an applicant from another department, another posting need not be made to fill that vacancy in the second department, provided it is an entry level vacancy.

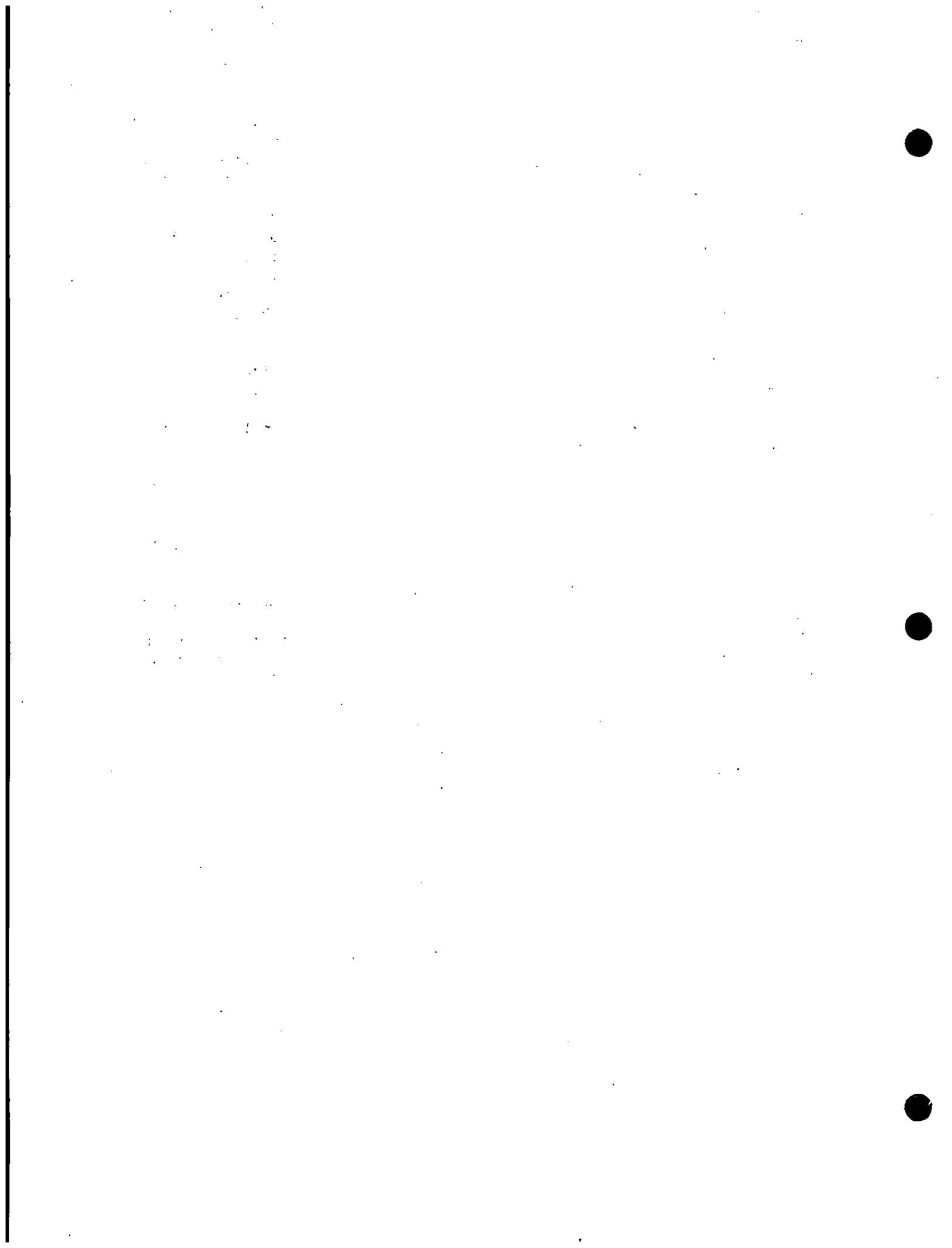
ARTICLE 15 -- PROGRESSION SCHEDULE - PHYSICAL  
PLANT AND FOOD SERVICE

Normal progression toward the attainment of a top craft classification will be:

	<u>CLASSIFICATION</u>	<u>MINIMUM TIME IN CLASSIFICATION*</u>
Phase 1	Laborer	Six (6) months
Phase 2	Maintenance Repr. I	Eighteen (18) months
Phase 3	Maintenance Repr. II	Twenty-four (24) months**

\*Subject to Ohio Civil Service job specifications.

\*\*A longer period of time may be required at the Maintenance Repairman II level to meet requirements for some craft classes as determined by state specifications.



Normal progression in Food Service will be:

	<u>CLASSIFICATION</u>	<u>MINIMUM TIME IN CLASSIFICATION</u>
Phase 1	Food Service Wkr. I	Nine (9) months
Phase 2	Food Service Wkr. II or Cook I	Eighteen (18) months
Phase 3	Cook II or Food Service Supr. I	Twenty-four (24) months

Advancements are subject to satisfactory progress by the employee at each level as determined by the supervisor and to the need of the University for an employee to perform the work when he becomes qualified for the next higher position. The supervisor's determination as to satisfactory progress may be reviewed in the Grievance Procedure, and if arbitrated, the arbitrator may reverse the decision if he finds an arbitrary abuse of discretion. Credit for previous experience in any classification or in work outside the University will be given when an employee can satisfactorily verify such experience as being directly related to the kind of work specified for the classification.

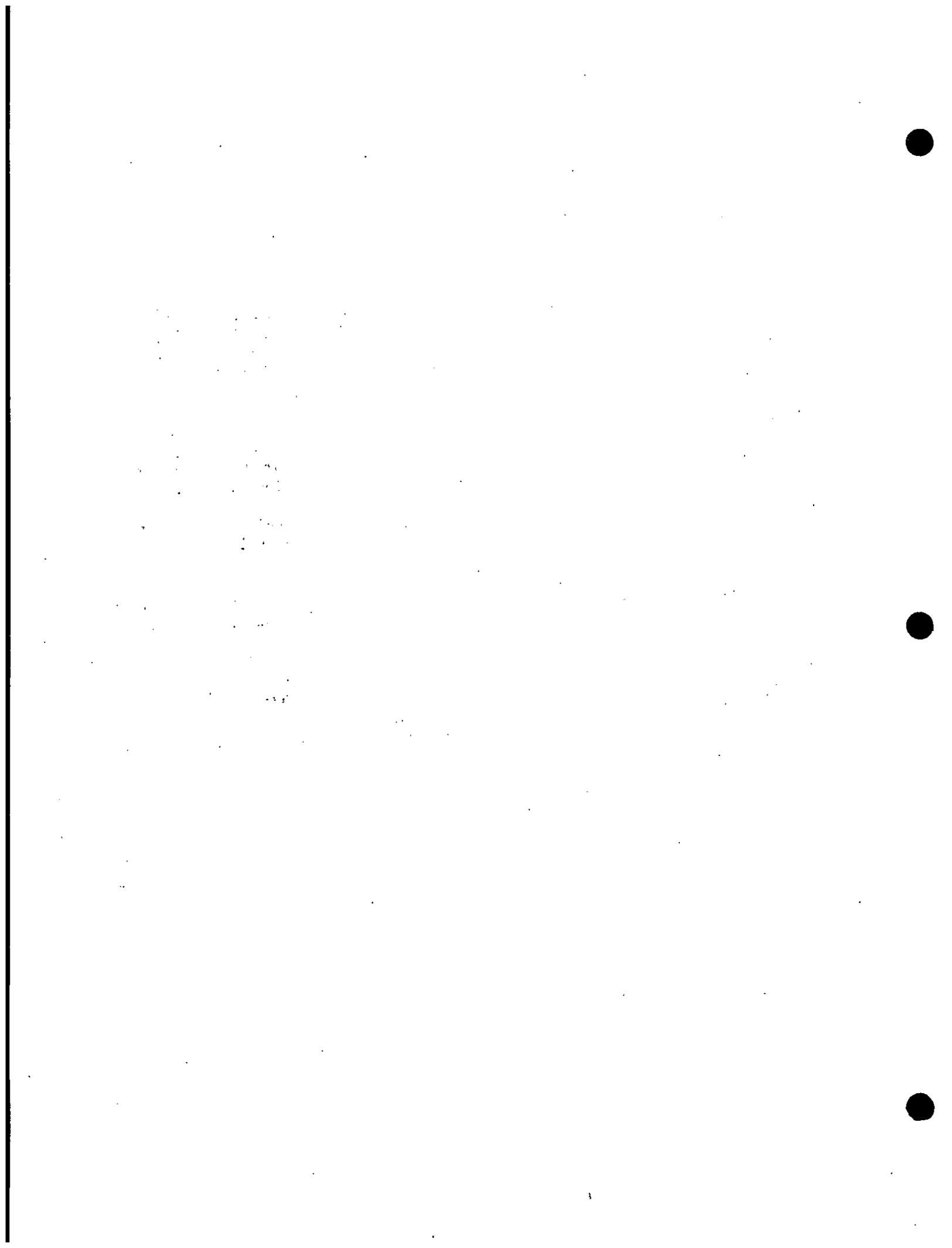
Credit will be given to current employees at the rate of one month for every four (4) spent in applicable work in a different classification. In special cases, for long-service employees, sufficient credit may be given to get the employee to phase 2 immediately, provided the previous experience is deemed satisfactory to meet the requirements set forth in the State Civil Service specification. Credit will be given for previous experience outside the University (including U.S. military service) at the rate of one month for every six (6) spent at directly related work and satisfactory verification of such experience must be presented at the time of application for placement in any position in order that such credit may be applied. In no case, however, will an employee spend less than fifty per cent (50%) of the required time at each phase outlined above.

Whenever present employees are qualified, and apply, for higher classifications, promotions shall be made from among present employee applicants. It is understood, however, that in the event no qualified employee applies for an open position, the University reserves the right to waive provisions of this policy and to hire from outside to fill the position.

#### ARTICLE 16 -- GRIEVANCE PROCEDURE

##### Preamble

It is the policy of Ohio University to deal fairly and promptly on all grievances brought to its attention by its employees who are members of Local 1699. It is the right of every member of the Agreement Unit to use the prescribed grievance machinery without fear of reprisal.



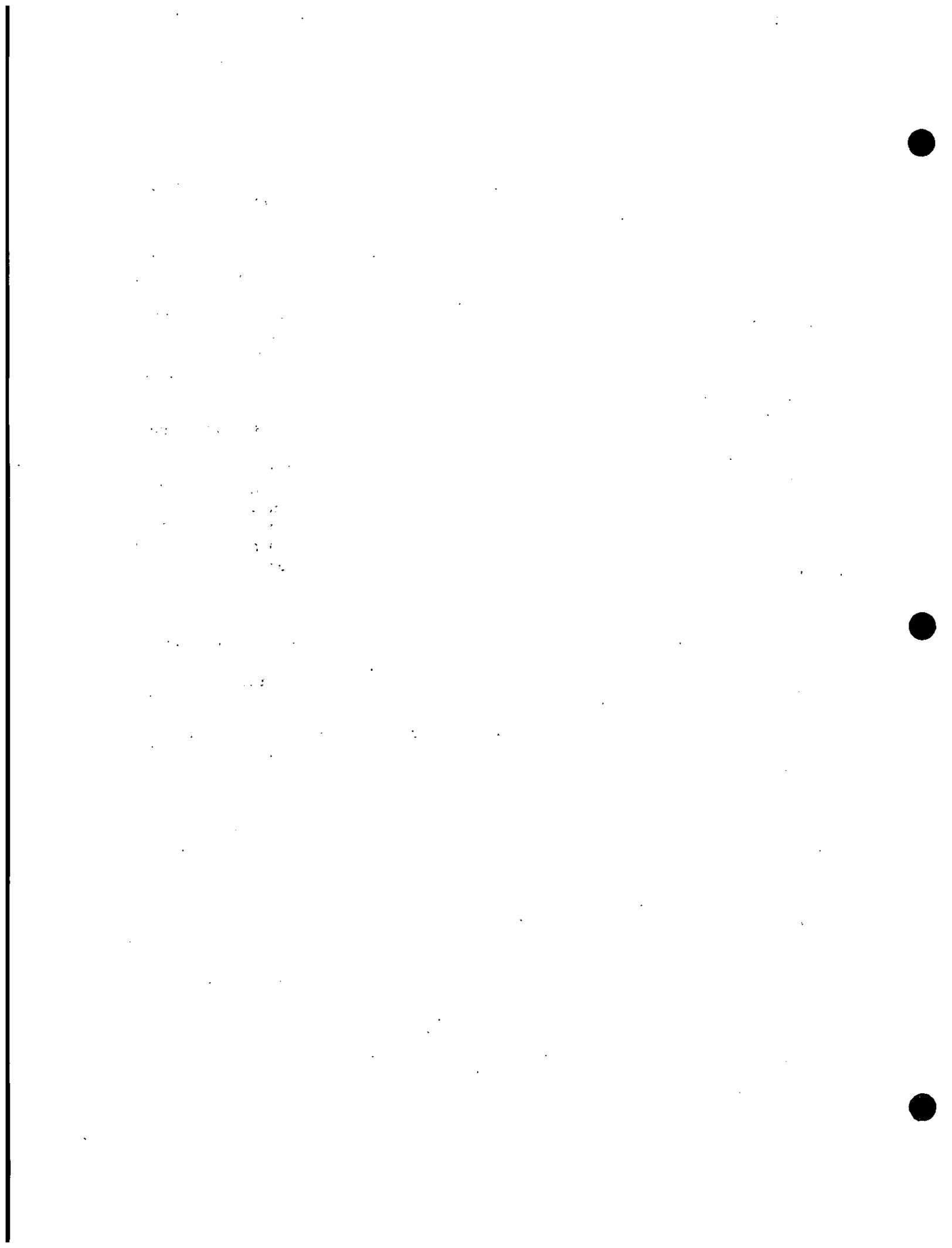
## Section 1 -- Representation

The number of representation districts in the unit shall be five (5) unless the number is increased or decreased by agreement between the University and the Union. The University and the Union may re-district the unit from time to time by agreement.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

Stewards and Assistant District Stewards

- A. In each district, employees in the district shall be represented by a District or Assistant District Steward who shall be a regular employee and working in the district.
- B. The District and Assistant District Stewards, in their own district, in accordance with the terms of this section, may investigate and present grievances to the University.
- C. The Chief Steward, in accordance with the terms of this section, may investigate and discuss grievances with Supervisors and/or Stewards, after the First Step of the Grievance Procedure, prior to reducing the grievance to writing.
- D. When it becomes necessary because of the absence of the Local Union President, the Local Union Vice President may investigate and discuss grievances with Supervisors and/or Stewards. All the privileges and obligations set forth for stewards in paragraphs F, G, H and I below, also apply to the Vice President.
- E. The Union President will not be assigned to a specific job station or shift in order to afford the President maximum opportunity to meet his responsibilities. In the performance of these duties the President will notify the supervisor of any department in which he wishes to conduct the business.
- F. The appropriate steward normally will be granted permission to leave his or her work, without loss of time or pay, for the purpose of investigating or processing an employee's grievance.
- G. The privilege of stewards leaving their work is subject to the understanding that the time will be devoted to the prompt and proper handling of grievances and the privilege will not be abused.
- H. Stewards who are employees of the University will perform their regularly assigned work at all times except when necessary to leave their work to handle grievances as provided herein.



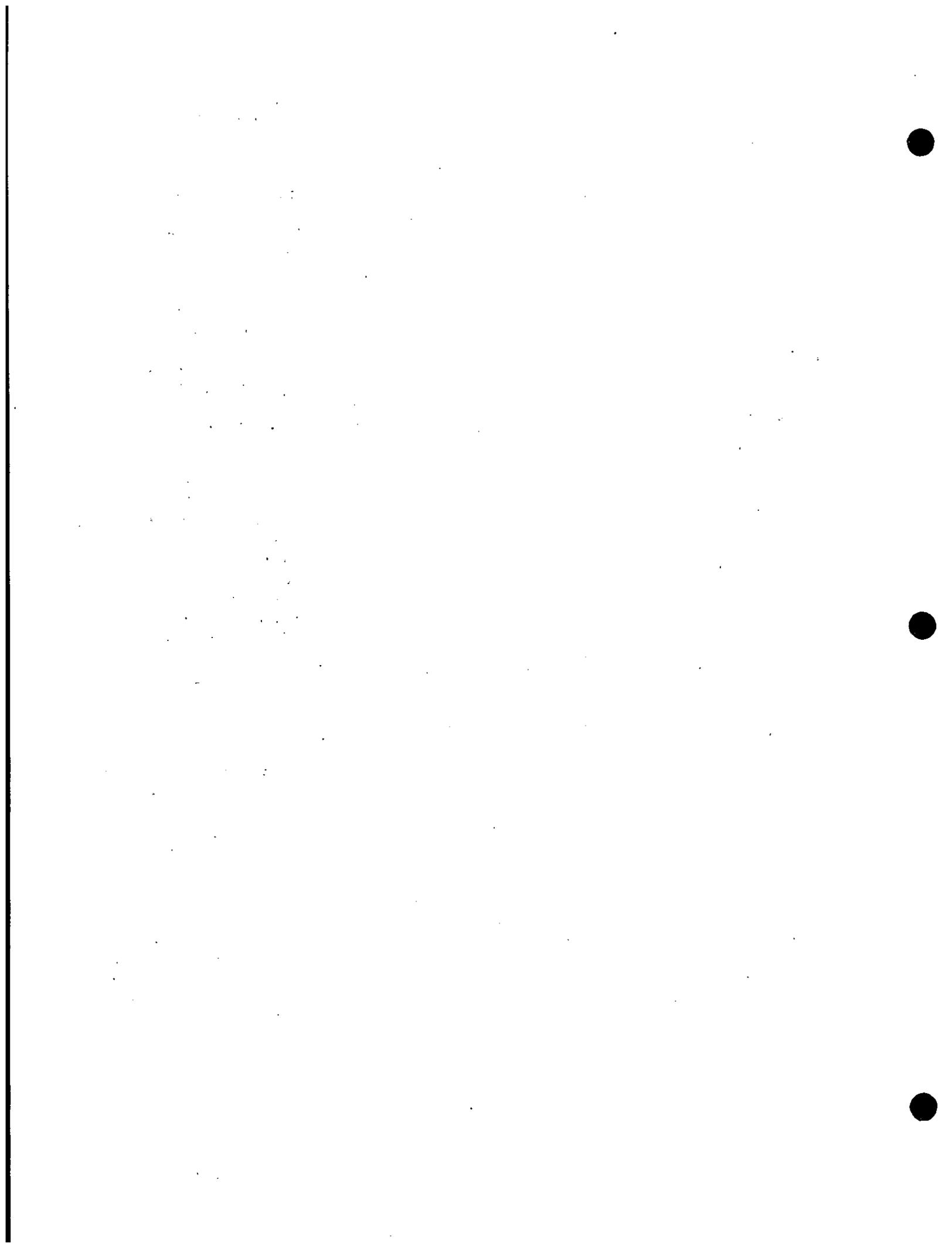
- I. Before leaving his or her work assignment, a steward must have approval of (1) his immediate supervisor and (2) the supervisor of the employee whose grievance is being investigated.
- J. An appointed time for the grievance investigation is subject to departmental operating requirements.
- K. Any alleged abuse by either party will be a proper subject for a Special Conference.
- L. The Union will furnish the Personnel Director with the names of its authorized representatives, stewards, and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the University may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The University will through the Personnel Director, keep the Union advised as to its representatives. An employee will not be paid at any time that he is present during the processing of a grievance if the time falls outside his normal working hours.

#### Section 2 -- Special Conferences

Special conferences for important matters will be arranged between the Local President and the University or its designated representative upon request of either party. Such meeting shall be between not more than three representatives of the University and no more than three representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. (This meeting may be attended by a representative of the Council and/or representative of the International Union.) Any request for Arbitration by the University will be initiated at a Special Conference meeting.

A regular monthly Special Conference will be held between University and Union representatives to discuss matters of mutual concern. Such meetings will be held on the first Tuesday of each month at 2:00 p.m. in the Personnel Department Conference Room. Agenda items will be submitted by either party at least 72 hours in advance of such Special Conference each month. In the event neither party has submitted an agenda item for discussion for any month, the Special Conference for that month may be cancelled by mutual agreement between the President of Local 1699, AFSCME, and the Personnel Director. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.
2. Notify the Union of changes made or contemplated by the University which may affect the Agreement Unit members of the Union.
3. Disseminate general information of interest to the parties.



4. Give the Union and the University the opportunity to exchange the views of Union members and the University.
5. To inform the Union of changes in the status of employees on the seniority list.
6. To inform the Union of the status of dues check-off whereby dues are no longer currently being deducted (to include: Retired, deceased, leaves of absence and layoff).

### Section 3 -- Presenting a Grievance

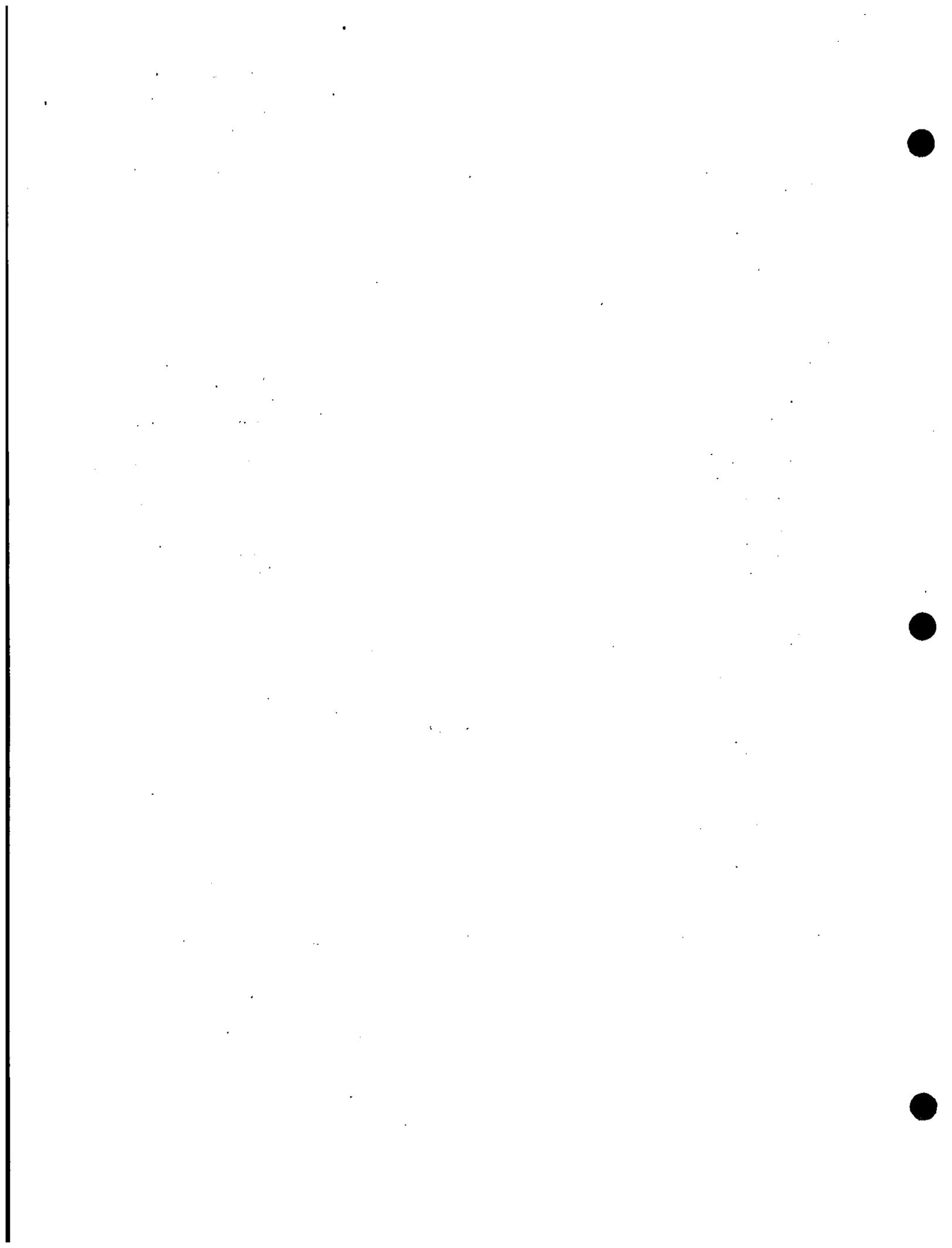
A grievance under the terms of this Agreement is defined as a dispute an employee or employees or the Union may have with the University concerning the interpretation, application or violation of the terms of this Agreement.

First Step: Any employee claiming a grievance may present it orally to his immediate supervisor with or without his district steward within seven (7) calendar days from the occurrence of the grievance. The supervisor shall give his answer to the employee within three (3) calendar days after presentation and discussion of the grievance. When a weekend and/or holiday occur within the 3-day period of time a corresponding number of days' extension is understood. If this does not resolve the grievance, it may be appealed to the Second Step.

Second Step: Within seven (7) calendar days of the completion of the First Step, the grievance may be appealed by the employee and/or his steward to the administrative head of the unit. The appeal shall be in the form of a written statement of the grievance signed by the employee and the steward.

The written grievance shall include the nature of the grievance, the section of the Agreement alleged to have been violated and the specific relief requested. Within seven (7) calendar days of the presentation of the grievance at the second step, a meeting will be held between the chief steward, district steward and representatives designated by the University to handle the grievance at the second step. The administrative head or his designated representative will give an answer in writing to the grievance within seven (7) calendar days of the meeting. If this does not resolve the grievance, it may be appealed to the Appeal Board.

Appeal Board: Within seven (7) calendar days of the completion of the second step, the grievance may be appealed in writing to the Appeal Board by the employee or his Chief Steward to the Personnel Director or his designated representative. The Appeal Board shall consist of no more than three (3) representatives of the local union and three (3) representatives of the University. The Appeal Board will meet to discuss the grievance or grievances within seven (7) calendar days from the date the grievance was received at the Appeal Board by the University. A decision will be given in writing by the Personnel Director or his designated representative within seven (7) calendar days of the Appeal Board meeting.



Union representatives may meet at a place designated by the University on University property for at least one-half hour immediately preceding the Appeal Board meeting with the representatives of the University for which a written request has been made.

Arbitration: In the event the Appeal Board is unable to resolve the grievance, it may be appealed by the Union to arbitration within seven (7) calendar days following the decision of the Appeal Board. If the parties are unable to agree upon an impartial arbitrator, he shall be selected from a list or lists to be jointly requested of the Federal Mediation and Conciliation Service. Said arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the University or the Union where such discretion has been retained by the University or the Union, nor shall he exercise any responsibility or function of the University or the Union. The fees and approved expenses of an Arbitrator will be paid by the parties equally. All grievances which are appealed by the Union to arbitration shall be submitted to an arbitrator to be chosen in accordance with terms of this Article. The Arbitrator's decision shall, in all respects, conform with the Civil Service Laws of Ohio, other Ohio laws, and any other applicable law. Such decision will be submitted to the Board of Trustees with a recommendation of the Personnel Director that it be ratified and when ratified, the Arbitrator's decision shall be final and binding upon the University, the Union and employees covered by this Agreement.

Time Limits: Any time limit set forth in the grievance procedure may be extended by mutual agreement.

#### Section 4 -- Withdrawal of Cases

- A. A grievance may be withdrawn without prejudice at any time prior to arbitration, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.
- B. After a case has been referred to Arbitration and an Arbitrator selected, the case may not be withdrawn by either party except by mutual consent.

## ARTICLE 17 -- MANAGEMENT ORDERS

In the event of a dispute or grievance arising, which is not promptly and amicably adjusted between the supervisor and employee, said dispute or grievance shall be submitted through the regular channels provided under the Grievance Procedure. Pending a decision on the grievance, management's orders shall be followed as given with regard to the employee involved.

## ARTICLE 18 -- EXAMINATIONS

Examinations which meet the approval of the Department of State Personnel may be administered and considered as one, but not the sole criterion, in determining whether an applicant for promotion has the general qualifications and training necessary for the job being bid upon. Such testing may be conducted in circumstances wherein the promotion or transfer requires additional duties or duties at variance with those involved in the performance of a present employee's current work.

## ARTICLE 19 -- INSURANCE

The University shall continue to make available to regular full-time employees hospitalization/surgical, major-medical and life insurance coverages according to plans currently in effect, without charge to employees, with the following specific improvements:

1. Life Insurance: Effective July 1, 1975, the coverage will be increased to \$10,000 for employees with less than 10 years of continuous service and to \$12,000 for employees with 10 or more years of continuous service with Ohio University. Eligibility will be established once each year on July 1 for employees who have completed 10 years of service before July 1 of that year.
2. Accidental Death and Dismemberment: The amount of A. D. & D. coverage shall be increased from \$6,000 to \$8,000 effective July 1, 1975, for each covered employee.
3. Major Medical Maximum: The Major Medical Maximum Provision shall be increased from \$25,000 to \$100,000 effective January 1, 1975.
4. Family Deductible Amount: Effective January 1, 1975, a provision for a family deductible amount of \$300 will be implemented to supplement the current \$100 per covered individual deductible provision.

In the event of future Federal or State legislation which would require the University to provide specified group insurance coverage for employees, such coverage would not be pyramided on coverages already provided in this Agreement.

#### ARTICLE 20 -- UNIFORMS

The University will continue its program of issuing free uniforms to all eligible employees in Food Services, Residence Halls Housekeeping, and the Physical Plant.

Eligible employees are defined as all full-time, permanent employees who are required to wear attire other than usual clothing in the normal pursuit of their duties.

An initial issue of four free uniforms\* will be made to each new eligible employee. Each January (for Food Service employees); and each July (for other employees), after the initial issue, additional uniforms will be issued depending on length of service of the employee as follows:

<u>LENGTH OF SERVICE</u>	<u>NO. OF ADDITIONAL UNIFORMS</u>
9 months or more	4*
6 months to 9 months	2
3 months to 6 months	1

- \*1. A male employee shall have the option of selecting two (2) T-shirts for the fourth shirt.
2. A female employee may choose either four (4) pant suits or four (4) dresses.
3. Green pant suits will be the uniform for females who are placed in positions which, traditionally, have been held by male employees.

Employees will be responsible for the maintenance and laundry of the uniforms issued to them. The University will be responsible for administration of the program.

All employees to whom uniforms are issued will be required to wear a presentable uniform while at work. Suitable identification labels, if issued, must be attached to the uniform.

Effective March 1, 1975, or as soon thereafter as supplies can be obtained, each employee who is eligible for the uniform issue set forth above will be issued one (1) pair of uniform shoes which are to meet standards specified by Ohio University.

Each employee may substitute a uniform jacket for one set of the regular uniforms to which he or she is entitled each year during the term of this Agreement on the date designated for issuance of uniforms.

#### ARTICLE 21 -- LEAVES OF ABSENCE

1. Any employee who has completed one (1) year's continuous service with the University may apply for leave of absence for personal reasons not to exceed six months. Said leave shall be applied for in writing and will be granted in writing whenever practicable. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.
2. Any employee who has completed his probationary period and who has exhausted his accumulated sick leave shall be granted a leave of absence for illness for a period not to exceed six (6) months. If requested, the employee shall furnish satisfactory medical proof of such said illness. The University will continue the insurance coverage under Article 19 for the period of such leave.

Provisions of the State Code concerning disability termination shall be observed if disabling illness continues beyond the leave of absence. In such event, the certificate of the employee's physician shall satisfy medical proof requirement of said disability. A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be required before the employee returns to work, concluding the disability termination.

3. The Union may request a leave of absence not to exceed five (5) days for no more than 5 employees during any one calendar year. Said leave shall be requested for those employees selected by the Union to attend educational classes conducted by the Union. Such leave will be granted whenever practicable.
4. An employee with one (1) year of service who accepts a full time assignment with the International Union or the Council, by election, appointment or hire, shall be granted a leave of absence not to exceed one (1) year for said assignment. Upon application in writing, said leave shall be extended for an equal period of time.
5. The University will continue to comply with all appropriate state or Federal statues and regulations relating to the employment rights of employees on military service.
6. In accordance with Ohio Revised Code, any employee who has completed his probationary period shall receive the amount of pay he would have received on his regular straight time basis for each day necessarily lost during his

normal work week, not exceeding five (5) days, to make arrangements for, and attend, the funeral of a member of his immediate family.

Immediate family shall be defined as: grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in place of a parent.

7. An employee shall be entitled to a leave of absence for maternity purposes. She should make application for such leave at least four (4) months before the anticipated delivery as indicated by the certificate of her physician. The maternity leave shall be for not more than six (6) months. The leave shall commence as recommended by certificate of the employee's physician. Upon returning, the employee shall be returned to her former job classification, and may displace another employee, covered by this Agreement, who has less classification seniority. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The University will continue the insurance coverage under Article 19 for the period of such leave.
8. All leaves specified in this article shall be without pay, except as provided herein, and without loss of seniority.
9. The University reserves the right to have an employee examined by a physician chosen by the University before permitting an employee to return to work or to continue working after an illness, injury or disability. If the employee's physician and the University's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the University may be sought. If the parties cannot agree on a third physician, the employee's physician and the University's chosen physician will be asked to seek a consulting specialist's opinion.

#### ARTICLE 22 -- MEAL COSTS

Within the requirements of applicable laws, Ohio University will continue its policy of providing meals at the present reduced cost to food service employees regularly assigned in the dining halls of the University.

Should any change be required in the present policy by operation of law, the University will, prior to instituting such change, discuss with the Union the terms of a mutually acceptable meal policy.

## ARTICLE 23 -- CLEAN-UP TIME

A five-minute clean-up time before lunch (or any other on-shift meal according to shift worked), and another five-minute clean-up time before the end of the shift will be provided in each department covered by this Agreement.

## ARTICLE 24 -- JURY DUTY

Employees shall receive full pay for regular work hours lost for any court or jury duty by the United States or Ohio courts. Any fees received for such duty shall be remitted to the University through the Personnel Office, unless such duty is performed outside normal working hours.

## ARTICLE 25 -- SAFETY COMMITTEE

The University Safety Committee will be continued for the purposes of developing and disseminating safety information, reporting and discussing unsafe conditions or activities that committee members may observe or have reported to them, and to recommend remedial measures to alleviate unsafe conditions or practices.

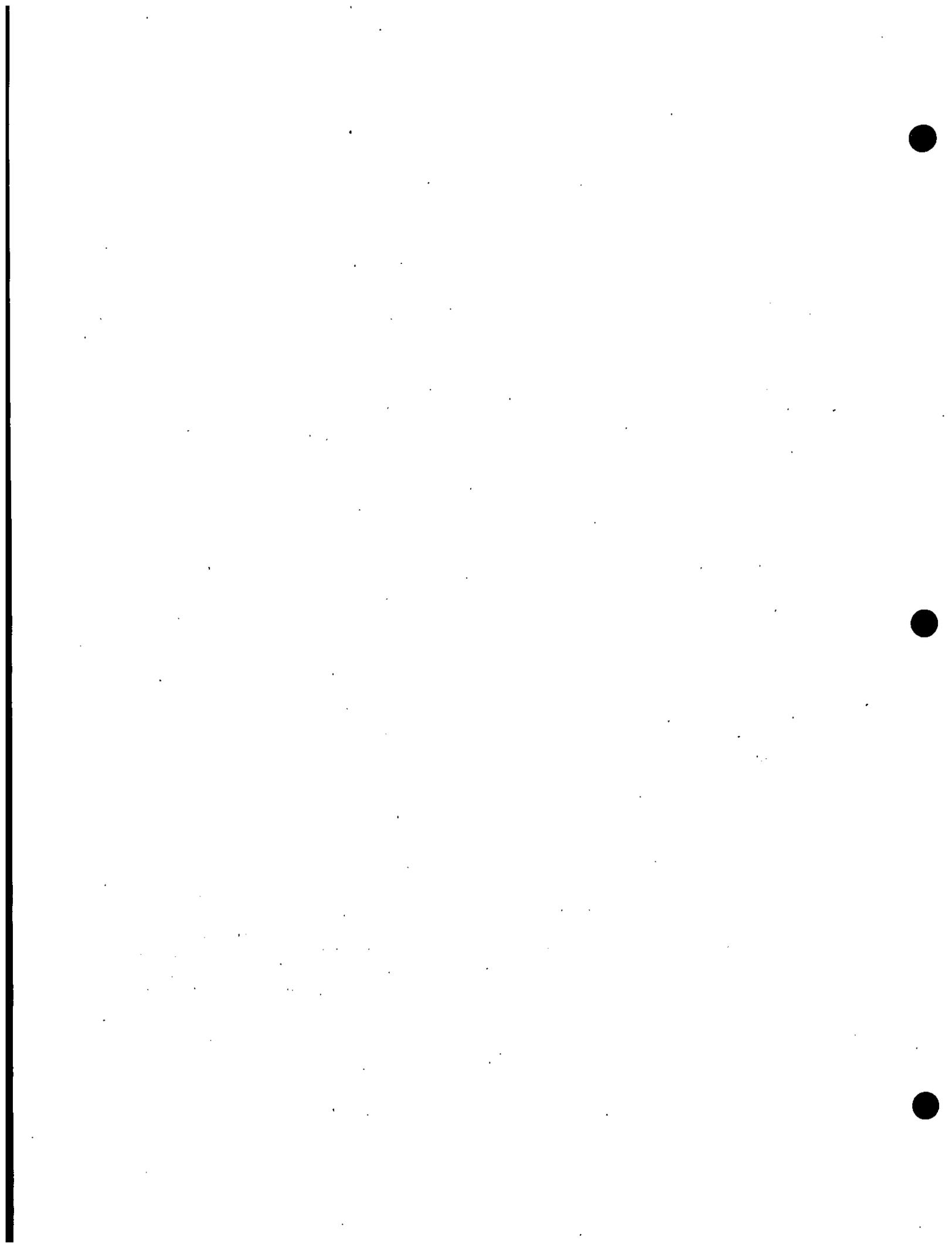
It shall not be the function of the safety committee to initiate grievances concerning safety or any other matters.

Membership of the Safety Committee will include:

- Environmental Health Consultant, Chairman
- Two employees to be appointed by the Personnel Director
- Two employees to be appointed by the Union

Regular meetings will be held on the second Tuesday of each month beginning at 2:00 p.m. at a place designated by the committee chairman. Each committee member shall be responsible for informing the chairman at least 24 hours before the meeting of any agenda items he wishes to have discussed. In the event no agenda item is received by the chairman, the regular meeting for the month may be cancelled.

Special meetings may be called by the Committee Chairman, or may be scheduled by mutual agreement. Employees shall suffer no loss of pay for time necessarily spent in regular or special safety meetings during their regularly scheduled working hours.



## ARTICLE 26 -- VACATION PAY IN ADVANCE

Vacation pay shall be paid in advance to those employees taking a vacation of 1 week or more, and who request such pay at least 3 weeks in advance of the vacation.

## ARTICLE 27 -- JOB DESCRIPTIONS AND CLASSIFICATIONS

Job descriptions and job classifications covering all positions in each department will be provided to the department head and to district stewards, and any employee in the department may review said descriptions and classifications upon request.

## ARTICLE 28 -- ADVANCEMENT ON PROMOTION DATE

When an employee is advanced by the University to a higher classification, his new rate will become effective no later than the date of his advancement.

## ARTICLE 29 -- PARKING

The University will not change its policy of providing free parking for University employees during the term of this Agreement. A representative to be designated by the Union will be appointed to the University Parking Committee.

## ARTICLE 30 -- MISCELLANEOUS

- A. Written reprimands will be removed from employees' personnel files twelve (12) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the twelve (12) month period. Suspensions of five (5) days or less will be removed from an employee's personnel file eighteen (18) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.
- B. Housekeeping department shall schedule no more than four (4) working Sundays for any employee in any calendar year during the term of this Agreement. Any work in addition to the four herein mentioned shall be in accordance with Article 9 herein, Overtime, or additional regular Sunday schedules may be assigned on a voluntary basis.

## ARTICLE 31 -- TERMINATION

- A. This Agreement shall continue in full force and effect for a period of three (3) years beginning with the date of execution of this Agreement. Thereafter it shall be renewed for periods of one year, unless written notice is given, by either the Union or the University to the other not less than sixty (60) days prior to the expiration date heretofore stated, that it is desired to amend or terminate the Agreement. With regard to Article 19 (Insurance) and Article 20 (Uniforms), such Articles shall continue in full force and effect for two (2) years after the date of execution of this Agreement. Thereafter, they shall be renewed for periods of one (1) year, unless written notice is given, by either the Union or the University to the other not less than sixty (60) days prior to the expiration date heretofore stated, that it is desired to amend or terminate these Articles of the Agreement.
- B. In the event notice is given by either party, discussions shall begin not later than forty-five (45) days prior to the termination date of the Agreement.
- C. The Union negotiating team will be limited to ten (10) participants. The Union team shall be comprised of no more than seven (7) Ohio University employees (no more than one from a department with ten (10) or fewer employees) who shall be from the Agreement Unit and no more than three (3) representatives of Council 21 and/or the International Union. The University team shall consist of no more than six (6) University representatives, one (1) of whom may be a non-university official. There shall be no others present at negotiating meetings.
- D. This Agreement may be extended by mutual agreement beyond the termination date.
- E. Should any provision of this Agreement or any application thereof become unlawful by virtue of Federal or State law, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law; but in all other respects the provisions and applications of the provisions of this Agreement shall continue in full force and effect during the life thereof, with no changes other than provided therein or through applicable legislation.

EXECUTION

The parties, by their duly authorized representatives, hereby set their hand this 22nd day of November, 1974 (date of execution).

For the Union:

For the University:

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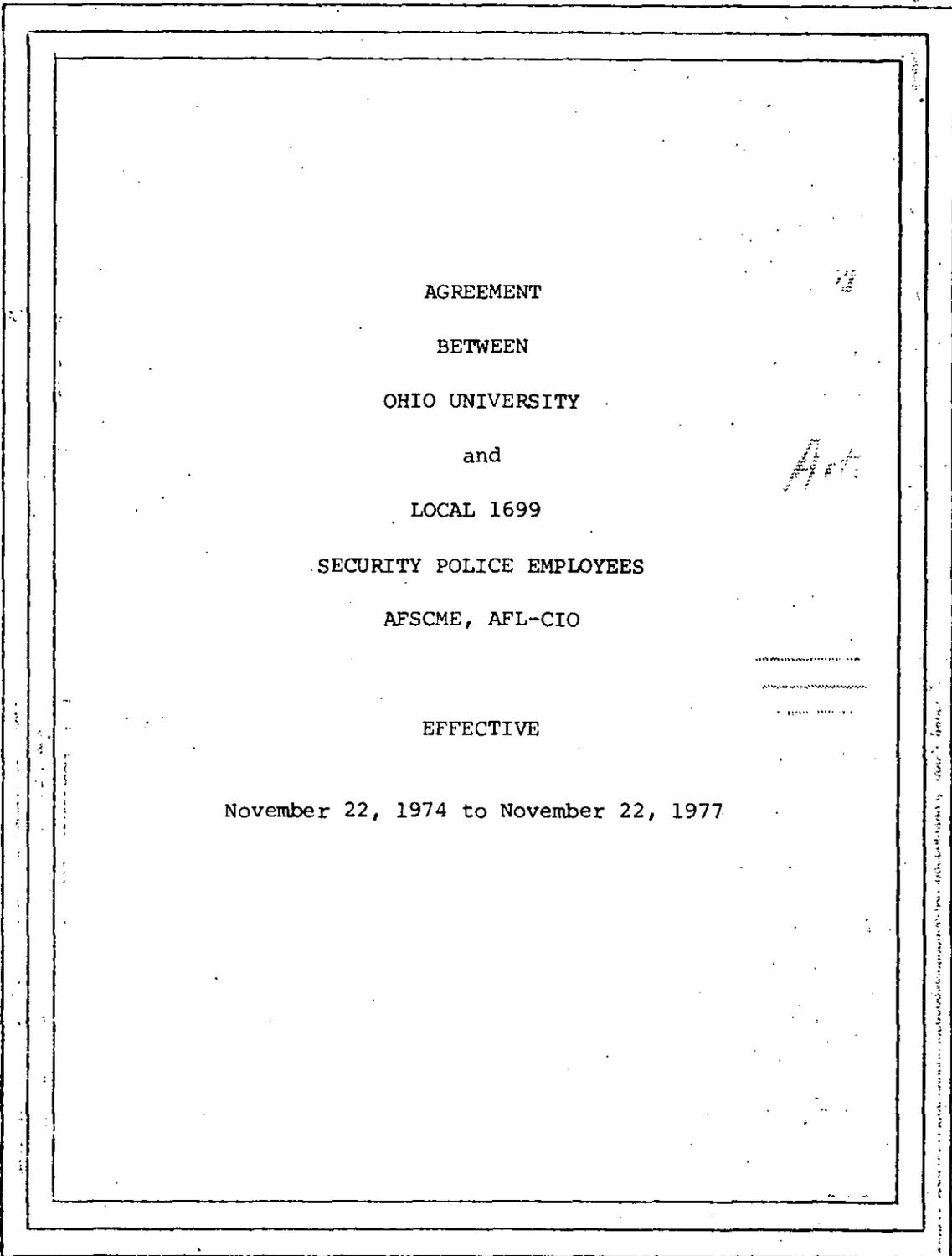
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AGREEMENT

BETWEEN

OHIO UNIVERSITY

and

LOCAL 1699

SECURITY POLICE EMPLOYEES

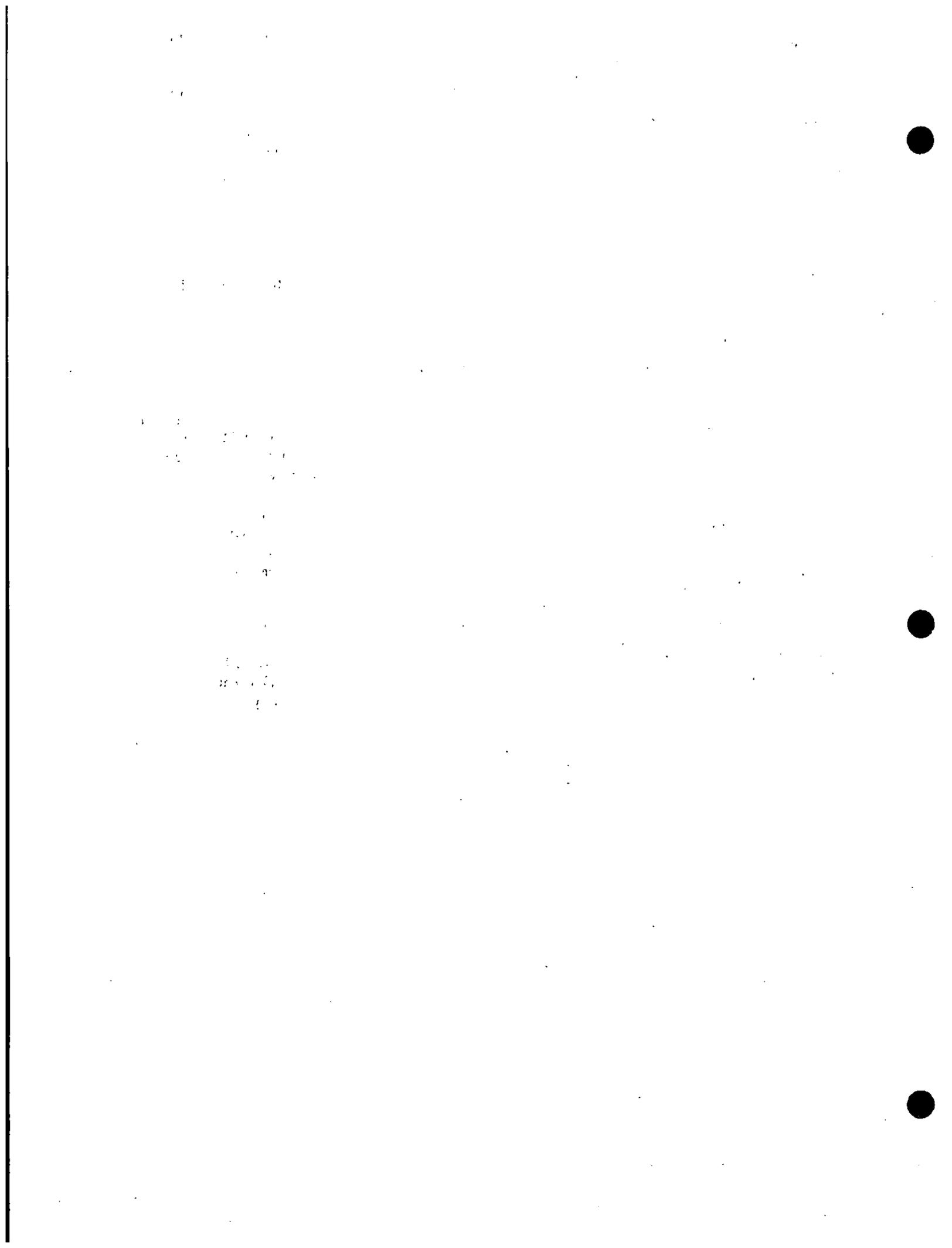
AFSCME, AFL-CIO

EFFECTIVE

November 22, 1974 to November 22, 1977

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## INTRODUCTION

Ohio University and Local 1699, AFSCME, (Security Division) having engaged in discussions and presentation of positions for the purpose of establishing harmonious employment relationships, have as a result agreed in certain principles (hereinafter "Agreement") and state as follows:

### ARTICLE 1 -- JOINT RESPONSIBILITIES

The University and Local 1699 of the American Federation of State, County and Municipal Employees Union (AFL-CIO), Security Division, recognize their responsibilities under federal, state, and local laws relating to civil rights and fair employment practices.

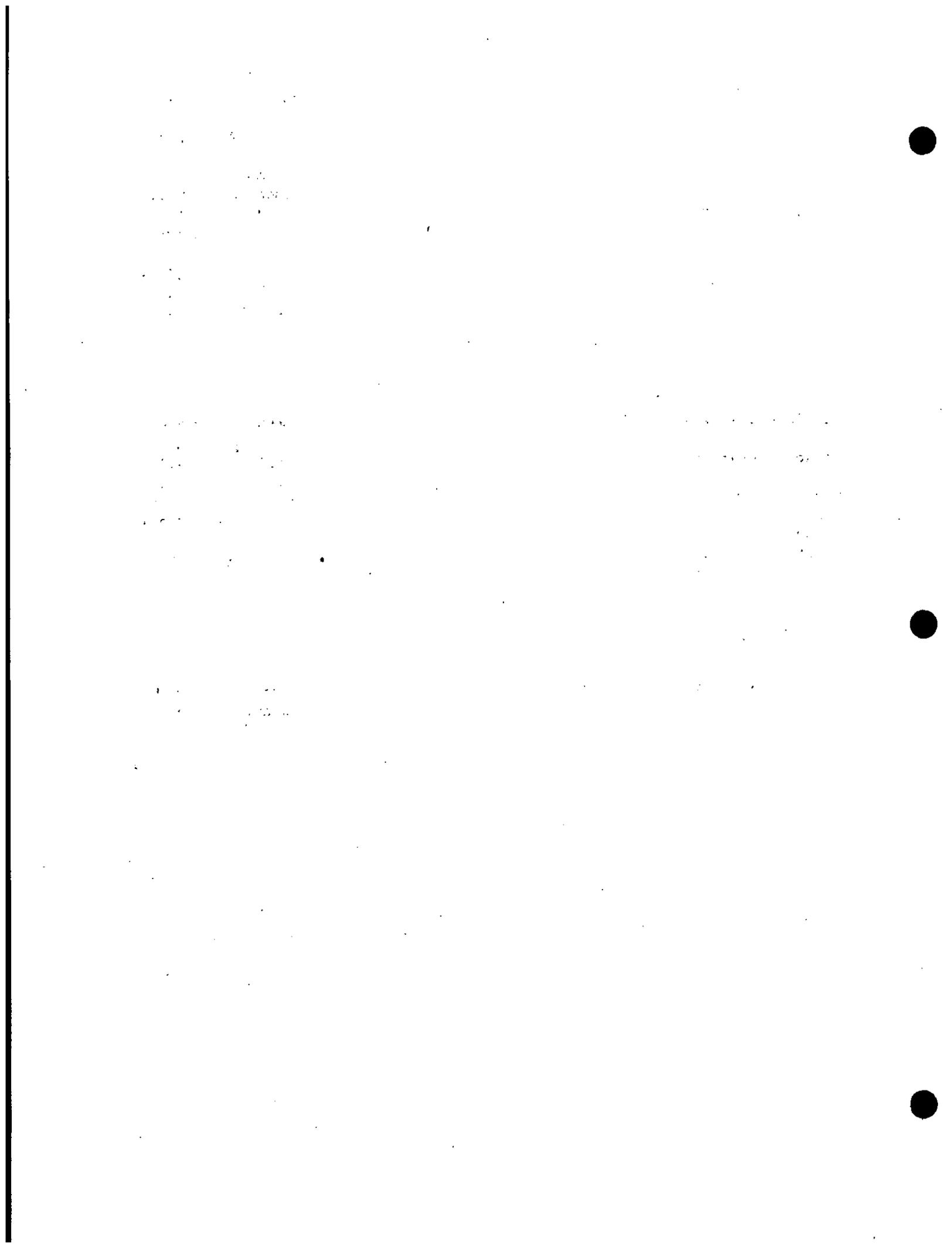
The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in this Agreement their commitment not to discriminate because of race, creed, sex, age, color, nationality or political belief, or for participation in or affiliation with any labor organization.

### ARTICLE 2 -- OHIO REVISED CODE

It is understood that matters specifically covered by the Ohio Revised Code shall be observed.

### ARTICLE 3 -- UNION RECOGNITION

- A. The University will recognize the Union pursuant to Section 9.41 of the Revised Code of Ohio, and will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Agreement and the Grievance Procedure which is a part thereof.
- B. In the event of future enabling legislation in the area of Union recognition or Union security, the University will meet promptly with Union representatives to consider provisions in that area, within the bounds of such legislation. The other terms of the Agreement will continue unchanged.
- C. The Union is the sole representative for the Agreement Unit.
- D. The unit for purposes of this Agreement is: All operating policemen, dispatchers and institutional security personnel, but excluding all students, casual or temporary employees, administrative employees,



office clerical employees, professional and supervisors as defined in the National Labor Relations Act, and all other employees.

- E. The term "supervisor" for the purposes of this Agreement, means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- F. All provisions of this Agreement shall apply only to employees in the Agreement Unit unless specifically stated otherwise.

#### ARTICLE 4 -- MANAGEMENT RIGHTS

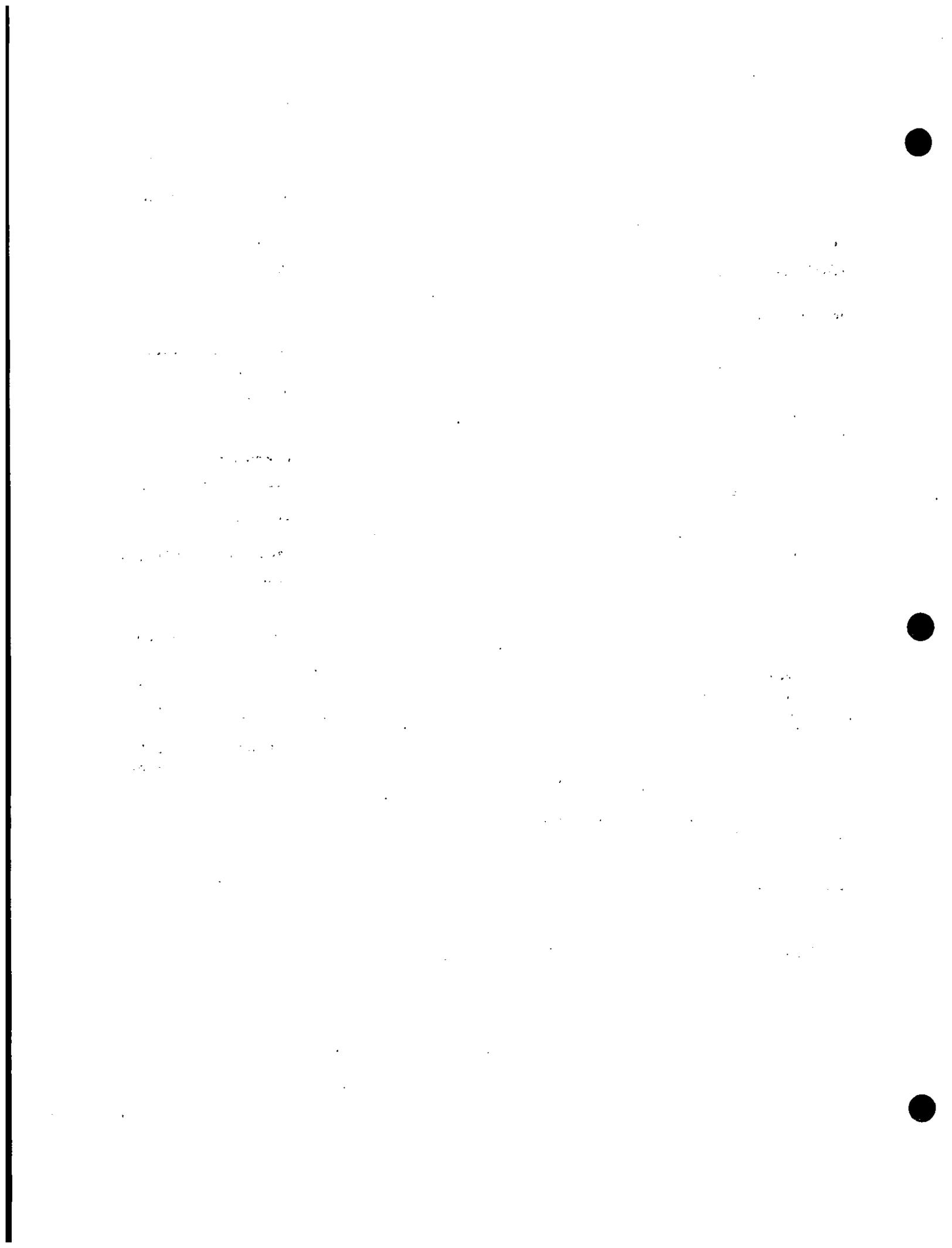
- A. Ohio University retains the sole and exclusive right to manage its operations, buildings and plants and to direct the working force. The University in the exercise of its rights shall observe the provisions of this Agreement.
- B. The right to manage the operations, buildings and plants and to direct the working force includes the right to hire, suspend or discharge for proper cause, transfer, and the right to lay off employees from duty because of lack of work or for other legitimate reasons, consistent with this Agreement.
- C. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operations of the University, but shall in no event be in contradiction to the provisions of this Agreement.

#### ARTICLE 5 -- NO LOCKOUT - NO STRIKE PLEDGE

It is mutually agreed upon and pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Agreement or any renewal thereof, nor shall there be any strike or threat of strike. The parties also agree that there will be no reservations, special circumstances, or exceptions warranting a lockout or strike; and that the established grievance procedure of this Agreement provides a mutually acceptable means for orderly settlement of all disputes that may arise and that each party will cooperate with the other to implement arbitration as set forth in Article 15 of this Agreement.

#### ARTICLE 6 -- CONTRACTING FOR SERVICES

- A. The parties recognize that the University may contract out or sub-contract work in the Security Division in cases of emergency, or temporary employment, or in



cases where specialized, professional or technical services are required and where present employees do not possess the skill in sufficient number to perform the required work.

- B. In the event of such contracting out or sub-contracting, no employee shall be laid off or take a reduction in pay as a direct result thereof.
- C. If the Security Division is permanently shut down, a Special Conference with the Union will be scheduled. The conference will make every good faith effort to place the employees elsewhere with the University or with another employer.

ARTICLE 7 -- UNION MEMBERSHIP

- A: A regular full-time or permanent part-time classified employee who has completed 90 days of the probationary period following original appointment on last date of hire will be eligible for union membership.
- B. The University will deduct regular monthly dues from the pay of employees covered by this Agreement in the amount authorized by the Union upon receipt of individually signed authorizations on a form which has been approved by the University. The approved authorization card is shown below.

**State Employees Union  
Council 21, AFSCME, AFL-CIO**

**Authorization For  
Payroll Deduction**

Employee Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Last First Middle

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Dept./Div. \_\_\_\_\_ AFSCME Effective Date \_\_\_\_\_

Ohio University is hereby authorized and directed to deduct from my wages the regular monthly dues for The State Employees Union, Ohio Council 21, AFSCME, AFL-CIO.

New Authorization       Cancellation

Payable to: STATE EMPLOYEES UNION, COUNCIL 21, AFSCME, AFL-CIO.

Employee Signature \_\_\_\_\_

FOR OFFICE USE ONLY:	Payroll Code 3	Amount	Effective Date

<b>PAYROLL OFFICER</b>	
Agency Name _____	
Institution or Work Location: _____	
Date: _____	
Payroll Officer Signature: _____	

- C. Deductions will be made on the second pay day of each month, based on cards submitted at least 12 calendar days before such pay day.
- D. The normal period for dues revocation is February 1 through 10. Thereafter, an employee should contact the President of Local 1699 regarding revocation of dues deductions.
- E. Total AFSCME dues deductions are payable each month to the Ohio Public Employees Union, Council 21, AFSCME, in accordance with its constitution and by-laws.

## ARTICLE 8 -- PROTECTION OF AGREEMENT UNIT

The University agrees that openings which do not qualify as administrative, professional or supervisory positions will not be filled by contract employees, but rather by classified employees covered by this Agreement.

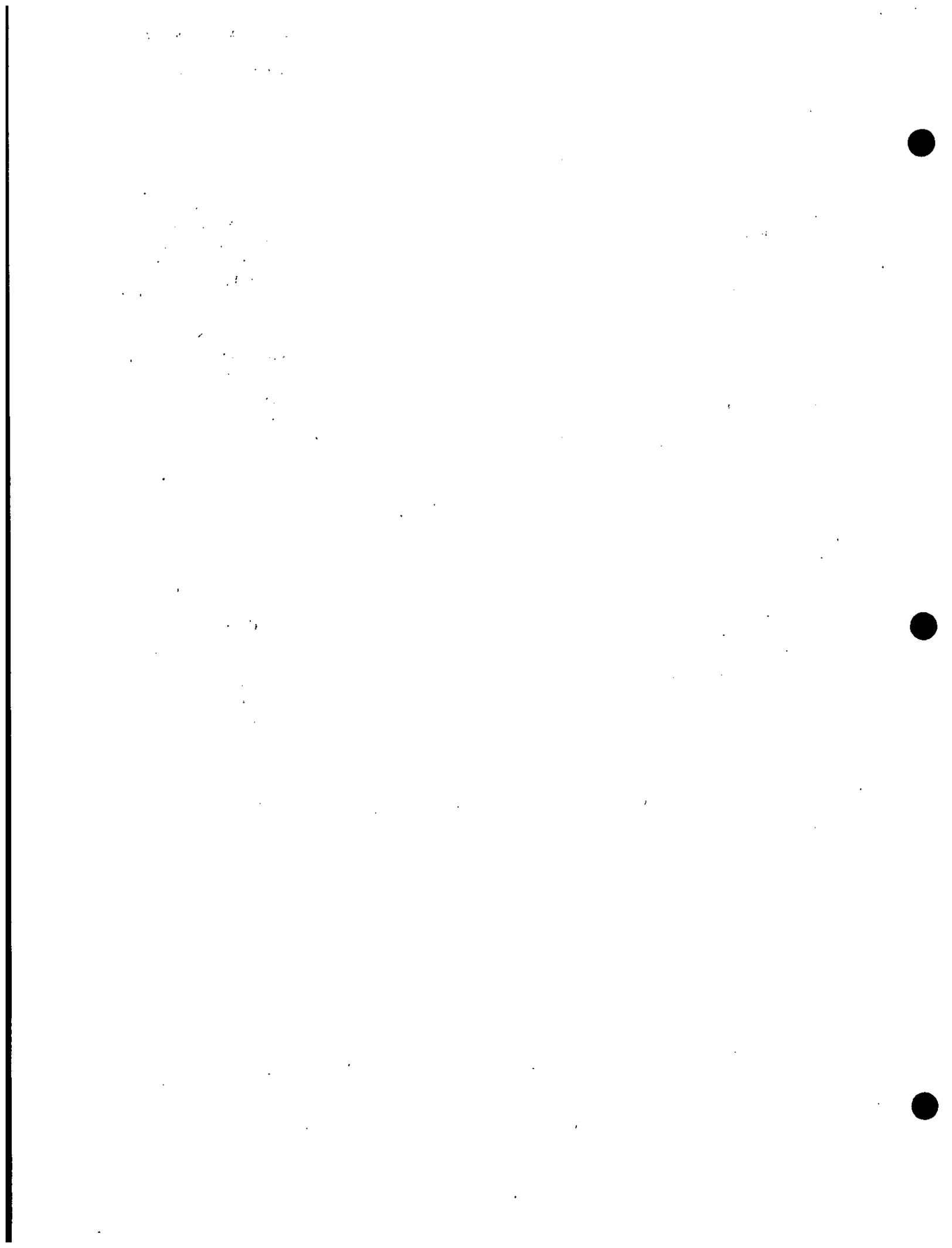
## ARTICLE 9 -- HOURS OF WORK AND OVERTIME

- A. The regularly scheduled work week for permanent, full-time, regular employees (Police Officers and Dispatchers) shall consist of forty (40) hours which shall consist of five (5) consecutive days of eight (8) consecutive hours per day, where practicable. During the eight-hour shift, each employee will make arrangements for his or her lunch at appropriate times at the assigned work location. Shift hours are established by the Security Division and starting times may have to be staggered for individual employees. Senior qualified employees will be given preference for the Monday through Friday shift, where practicable.
- B. For purposes of computation of pay, the pay week is defined as Sunday 12:01 a.m. through Saturday midnight.
- C. In no case will payment be made for time not worked other than as specifically set forth in this Agreement or through applicable State or Federal legislation.
- D. All hours worked in excess of forty (40) in any one pay week shall be paid at the rate of time and one-half the employee's regular rate of pay. (In the event of legislation which makes it possible to change this method of overtime calculation, the parties will meet in Special Conference to work out a new formula.)
- E. The overtime rate (one and one-half the regular rate of pay) for employees in the Agreement Unit shall be paid to employees while on stand-by basis in accordance with the Federal Fair Labor Standards Act.
- F. In no case will overtime pay be pyramided.

## ARTICLE 10 -- EQUALIZATION OF OVERTIME

The following procedure will be used for assignment and equalization of overtime:

1. Sign up sheet for detail put on board with number of units required.
2. Volunteers sign up.



3. Number of units needed will be selected from those that sign up with the units with the least amount of overtime being chosen (if 2 units should happen to have the same amount of accumulated overtime the senior unit would be selected).
4. A newly hired unit would be put into the system and charged with the highest single amount of overtime hours on the record.
5. Overtime records would be kept for the fiscal year. Everyone would start at zero on each July 1.
6. If not enough units volunteered for a detail the necessary number, from those available to work, needed to complete the detail would be assigned in line with the procedures outlined in paragraph 3.
7. No refused time would be recorded or considered.

The only overtime that will be recorded on the overtime roster will be that overtime which is considered as "voluntary" and in the event we request volunteers for a concert, basketball and such related type events, and we do not get enough volunteers and have to assign personnel, such time will be recorded on the board the same as if the individual had volunteered.

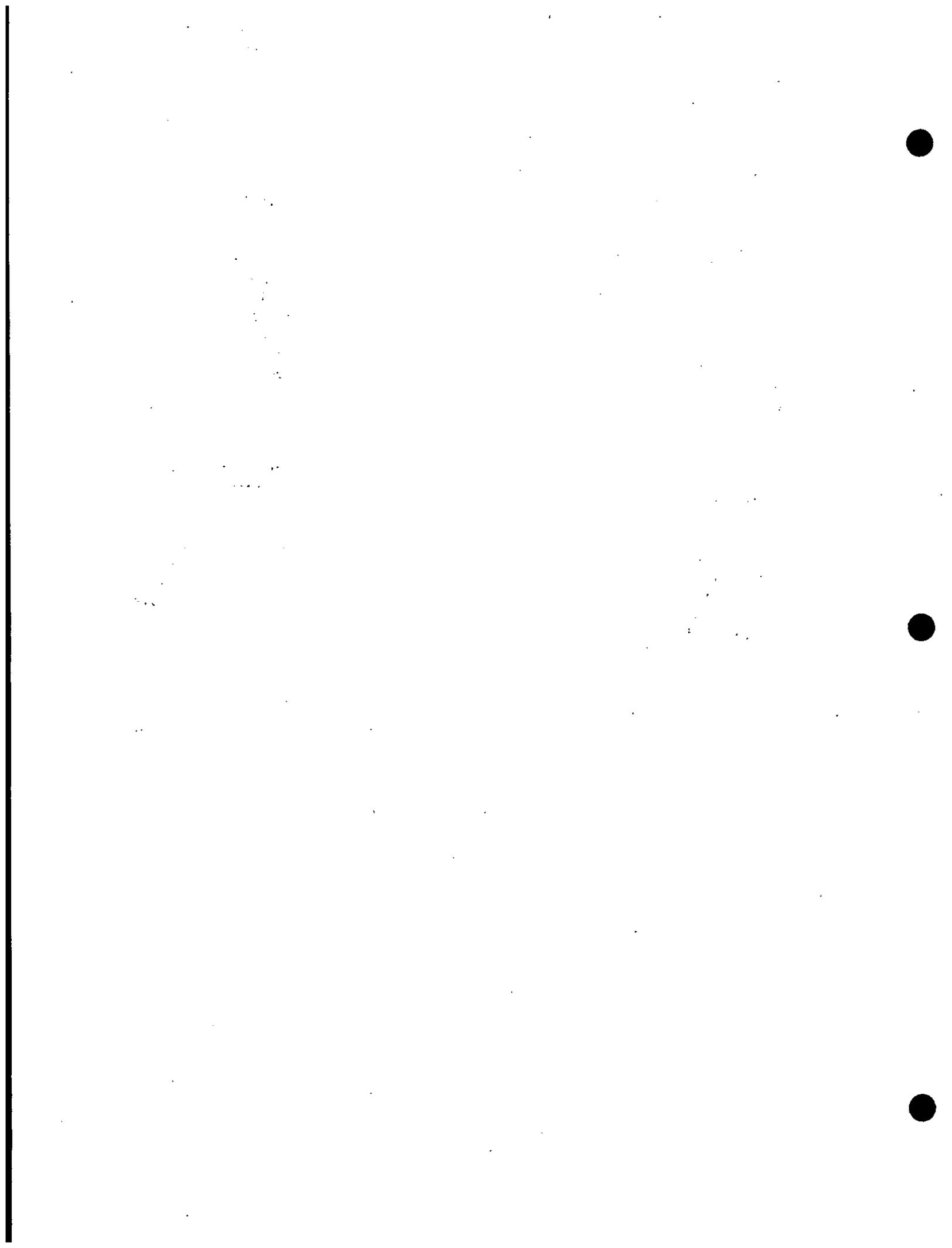
#### ARTICLE 11 -- CALL-IN PAY - REPORTING PAY

Employees who are called in to work off-schedule shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay, except in cases where call-ins are scheduled for the purpose of fulfilling training requirements in which cases the minimum guarantee is three (3) hours of work. This provision does not apply when call-in hours are contiguous with a regular shift assignment.

Employees who report for work at their place of work as scheduled and for whom no work in their regular classification is available shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay. Management will attempt to notify employees of emergencies which may close down some operations.

#### ARTICLE 12 -- SENIORITY, LAYOFF AND RECALL

1. The following seniority definitions will apply:
  - A. "Classification seniority" is the employee's length of continuous service in his current classification.
  - B. "Department seniority" is the employee's length of continuous service since the date of his last assignment to the department in which he is currently a member.
  - C. "University seniority" is the employee's length of continuous service with the University from his most recent date of hire or assignment to regular full-time status.



2. All employees shall be considered probationary employees for the first year. During the probationary period, employees may be terminated at the option of the University, without recourse to the grievance procedure. However, if an employee is retained beyond his probationary period, his seniority date shall date back to the original date of hire.
3. An employee's seniority shall terminate:
  - A. If the employee quits.
  - B. If the employee retires.
  - C. If an employee is discharged and not reinstated.
  - D. If the employee is laid off for a period of more than 12 consecutive months.
  - E. If an employee who has completed his probationary period fails to report to work as scheduled after leave of absence or layoff he may be terminated effective on the 4th day following delivery to his last known address of a certified letter from the University advising him he is to be terminated if he does not contact the University.
4. If the University must schedule a reduction in the work force for a period exceeding fifteen (15) work days, such reduction shall be scheduled in accordance with Section 124.32 of the Ohio Revised Code.
5. Employees will be recalled to work in the reverse order of layoff.
6. Within sixty (60) days after executing this Agreement and annually, thereafter, the University will prepare a seniority list showing the seniority of each employee covered by this Agreement in the department. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period. If two or more employees have the same seniority date, their names shall appear alphabetically. If two or more employees have the same last name, they shall be ranked by the first letter or letters of their first name. A copy of the seniority list, when prepared, shall be forwarded to the Union.
7. Except in cases of emergency, employees to be laid off for a period in excess of five (5) days will be given as much advance notice as possible.
8. The University will continue its efforts to minimize seasonal layoffs. Therefore, when there are seasonal layoffs, the University will, before hiring new employees, whether regular, part-time or temporary, offer such work to laid off regular employees, regardless of department who request such work, who are available for such work, and who are capable of performing such work.

ARTICLE 13 -- WORK BY SUPERVISORS

Supervisors shall not, by performing their duties in the Agreement Unit, displace or cause to be laid off, a regular employee from a regularly scheduled assignment.

Contract employees will not assume the duties of employees covered by this Agreement in such a way as to displace or cause the layoff of such employee.

ARTICLE 14 -- JOB POSTING AND TRANSFER PROCEDURE

A job vacancy subject to the following procedure exists when an employee of the University covered by this Agreement retires, quits, transfers, or otherwise separates from his existing employment position at the University, when a new employment position is created by the University, and the University decides to fill such vacancy.

A. In-Department Rundown--Should such job vacancy occur it will be filled in the following manner:

- 1. The University shall post in the Security office and deliver to the Union President a notice of vacancy which shall include classification, location of job, hours of work, pay range, brief description of duties and minimum qualifications.
- 2. The University will then fill the vacancy within the department by promoting the most senior employee by classification seniority within the department in the next lower classification or career ladder level, who indicates a willingness to accept the promotion subsequent to its being offered and who possesses the general qualifications and training necessary for the job under consideration. All employees agree to cooperate with this procedure to insure its smooth operation. The University will provide the Union at the time of selection with notice of the employee selected.

B. University-Wide Posting--If a job vacancy remains after completion of the procedure outlined in A, notice of the vacancy will be posted on designated University bulletin boards indicating that a vacancy exists. Details of the vacancy will be provided in the notice of the vacancy.

- 1. Vacancies will be posted for a period of three work days (not including the day of posting). Any eligible employee who is interested in the position should apply in the Personnel Office. If an employee is unable to apply at the Personnel Office at a time other than during his regular work hours, the employee should consult with his supervisor to schedule a mutually agreeable time to make application.
- 2. The University will furnish the Union on the date of the posting a copy of the posting.

3. The position will be filled by the University on the basis of selecting the applicant who has the best qualifications and training necessary for the job under consideration, as determined by the Director of Security.
  4. The University, following selection, will furnish the Union with posting information indicating the employees who bid, the employee selected and the seniority of the employees who bid.
- C. A vacancy may be filled on a temporary basis during the operation of the posting procedure by a temporary transfer.
- D. An employee from another University Department will be considered for an announced job vacancy in the Security Division only after he has completed at least 120 days with the University. The 120 day requirement may be lowered to 60 days by mutual agreement, if there are no other qualified applicants within the University.
- E. An employee may exercise his classification seniority within his department for shift and location preference when an opening occurs within his classification. An employee who desires a change in shift or location within his department must make application in writing to his department head indicating the location and shift preferred. To be eligible for such a transfer, the employee must have made his written application prior to the run-down or University-wide posting. A transfer in shift or location under this procedure shall be limited to one per employee during any six-month period. The operation of "E" herein will take precedence and operate prior to any other section of this article.
- F. It is understood that entry level positions will first be subject to the procedure outlined in E. The entry level opening which remains will then be subject to the procedures outlined in B (University-wide posting). When a posted entry level position is filled with an applicant from another department, another posting need not be made to fill that vacancy in the second department, provided it is an entry level vacancy.

#### ARTICLE 15 -- GRIEVANCE PROCEDURE

##### Preamble

It is the policy of Ohio University to deal fairly and promptly on all grievances brought to its attention by its employees who are members of Local 1699. It is the right of every member of the Agreement Unit to use the prescribed grievance machinery without fear of reprisal.

## Section 1 -- Representation

Employees of this unit shall comprise a separate district.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

### Stewards and Assistant District Stewards

- A. There shall be a Chief Steward and two Shift Stewards. Each of the stewards will be a member of the Security Agreement Unit and working on a separate shift with the Agreement Unit employees he represents.
- B. There may be an Assistant Shift Steward appointed to each shift who may serve in the absence of the regularly appointed steward.
- C. The Stewards, during their normal working hours, without loss of time or pay, may on their own shift, in accordance with the terms of this section investigate and present grievances to the University, upon having received permission from their immediate supervisor to do so. The immediate supervisor will normally grant permission and provide sufficient time to the Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of Stewards leaving their work during normal working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.
- D. The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the University may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The University will through its administrative head keep the Union advised as to its representatives. An employee will not be paid at any time that he is present during the processing of a grievance if the time falls outside his normal working hours.

## Section 2 -- Special Conferences

Special conferences for important matters will be arranged between the Local President and the University or its designated representative upon request

of either party. Such meeting shall be between not more than three representatives of the University and no more than three representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. (This meeting may be attended by a representative of the Council and/or representative of the International Union.) Any request for Arbitration by the University will be initiated at a Special Conference meeting.

A regular monthly Special Conference will be held between University and Union representatives to discuss matters of mutual concern. Such meetings will be held on the first Wednesday of each month at 3:00 p.m. in the Security Office. Agenda items will be submitted by either party at least 72 hours in advance of such Special Conference each month. In the event neither party has submitted an agenda item for discussion for any month, the Special Conference for that month may be cancelled by mutual agreement between the President of Local 1699, AFSCME and the Director of Security. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.
2. Notify the Union of changes made or contemplated by the University which may affect the Agreement Unit members of the Union.
3. Disseminate general information of interest to the parties.
4. Give the Union and the University the opportunity to exchange the views of Union members and the University.
5. To inform the Union of changes in the status of employees on the seniority list.
6. To inform the Union of the status of dues check-off whereby dues are no longer currently being deducted (to include: Retired, deceased, leaves of absence and layoff).

### Section 3 -- Presenting a Grievance

A grievance under the terms of this Agreement is defined as a dispute an employee or employees or the Union may have with the University concerning the interpretation, application or violation of the terms of this Agreement.

First Step: Any employee claiming a grievance may present it orally to his immediate supervisor (Corporal) with or without his district steward within seven (7) calendar days from the occurrence of the grievance. The supervisor shall give his answer to the employee within three (3) calendar days after presentation and discussion of the grievance. When a weekend and/or holiday occur within the three-day period of time, extension is understood.

Second Step: Within seven (7) calendar days of the completion of the First Step, the grievance may be appealed by the employee and/or his steward to the administrative head of the unit. The appeal shall be in the form of a written statement of the grievance signed by the employee and the steward.

The written grievance shall include the nature of the grievance, the section of the Agreement alleged to have been violated and the specific relief requested. Within seven (7) calendar days of the presentation of the grievance at the second step, a meeting will be held between the Chief Steward, the Shift Steward and representatives designated by the University to handle the grievance at the second step. (The Local President may substitute for either of the stewards at this meeting.) The administrative head or his designated representative will give an answer in writing to the grievance within seven (7) calendar days of the meeting.

Appeal Board: Within seven (7) calendar days of the completion of the second step, the grievance may be appealed in writing to the Appeal Board by the employee or his steward to the Personnel Director or his designated representative. No more than three (3) representatives of the local union and three (3) representatives of the University will arrange to discuss the grievance or grievances within seven (7) calendar days from the date the grievance was received at the Appeal Board by the University. A decision will be given in writing by the Personnel Director or his designated representative within seven (7) calendar days of the meeting.

Union representatives may meet at a place designated by the University on University property for at least one-half hour immediately preceding the Appeal Board meeting with the representatives of the University for which a written request has been made.

In the performance of his duties, the Union President will notify the supervisor of the Security Division when he wishes to conduct union business or investigate a grievance. Any alleged abuse by either party will be a proper subject for a Special Conference.

Arbitration: If discussions at the Appeal Board do not dispose of the grievance and the Union believes the matter should be carried further, the Union will refer the grievance to Arbitration within seven (7) calendar days of the University's Appeal Board answer. If the parties are unable to agree upon an impartial arbitrator, he shall be selected from a list or lists to be jointly requested of the Federal Mediation and Conciliation Service. Said arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the University or the Union where such discretion has been retained by the University or the Union, nor shall he exercise any responsibility or function of the University or the Union. The fees and approved expenses of an Arbitrator will be paid by the parties equally.

All grievances which are appealed by the Union to arbitration shall be submitted to an arbitrator to be chosen in accordance with terms of this Article. The Arbitrator's decision shall, in all respects, conform with the Civil Service Laws of Ohio, other Ohio laws, and any other applicable law. Such decision will be submitted to the Board of Trustees with a recommendation of the Personnel Director that it be ratified and when ratified, the Arbitrator's decision shall be final and binding upon the University, the Union and employees covered by this Agreement.

Time Limits: Any time limit set forth in the grievance procedure may be extended by mutual agreement.

#### Section 4 -- Withdrawal of Cases

- A. A grievance may be withdrawn without prejudice at any time prior to arbitration, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.
- B. After a case has been referred to Arbitration and an Arbitrator selected, the case may not be withdrawn by either party except by mutual consent.

#### ARTICLE 16 -- MANAGEMENT ORDERS

In the event of a dispute or grievance arising, which is not promptly and amicably adjusted between the supervisor and employee, said dispute or grievance shall be submitted through the regular channels provided under the Grievance Procedure. Pending a decision on the grievance, management's orders shall be followed as given with regard to the employee involved.

#### ARTICLE 17 -- EXAMINATIONS

Examinations which meet the approval of the Department of State Personnel may be administered and considered as one, but not the sole criterion, in determining whether an applicant for promotion has the general qualifications and training necessary for the job being bid upon. Such testing may be conducted in circumstances wherein the promotion or transfer requires additional duties or duties at variance with those involved in the performance of a present employee's current work.

## ARTICLE 18 -- INSURANCE

The University shall continue to make available to regular full-time employees hospitalization/surgical, major-medical and life insurance coverages according to plans currently in effect, without charge to employees, with the following specific improvements:

- A. Life Insurance: Effective July 1, 1975, the coverage will be increased to \$10,000 for employees with less than 10 years of continuous service and to \$12,000 for employees with 10 or more years of continuous service with Ohio University. Eligibility will be established once each year on July 1 for employees who have completed 10 years of service before July 1 of that year.
- B. Accidental Death and Dismemberment: The amount of A. D. & D. coverage shall be increased from \$6,000 to \$8,000 effective July 1, 1975, for each covered employee.
- C. Major Medical Maximum: The Major Medical Maximum Provision shall be increased from \$25,000 to \$100,000 effective January 1, 1975.
- D. Family Deductible Amount: Effective January 1, 1975, a provision for a family deductible amount of \$300 will be implemented to supplement the current \$100 per covered individual deductible provision.
- E. When legally permissible to do so, the Security Division will provide appropriate personal liability protection insurance.

In the event of future Federal or State legislation which would require the University to provide specified group insurance coverage for employees, such coverage would not be pyramided on coverages already provided in this Agreement.

## ARTICLE 19 -- UNIFORMS

- A. The University Security Division will continue its present program of issuing free uniforms to all members of the Security Police Force and allowing such employees an account of \$225 per year for the purchase of additional uniform items as authorized by the Director of Security. All uniforms will remain the property of Ohio University. Appropriate uniforms will be provided, free of charge, to Dispatchers. A Special Conference will be held promptly after execution of this Agreement to determine details of the uniform issue for Dispatchers.
- B. Employees are responsible for the maintenance, laundry and cleaning of uniforms.

## ARTICLE 20 -- LEAVES OF ABSENCE

- A. Any employee who has completed one (1) year's continuous service with the University may apply for leave of absence for personal reasons not to exceed six months. Said leave shall be applied for in writing and will be granted in writing whenever practicable. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.
- B. Any employee who has completed his probationary period and who has exhausted his accumulated sick leave shall be granted a leave of absence for illness for a period not to exceed six (6) months. If requested, the employee shall furnish satisfactory medical proof of such said illness. The University will continue the insurance coverage under Article 18 for the period of such leave.

Provisions of the State Code concerning disability termination shall be observed if disabling illness continues beyond the leave of absence. In such event, the certificate of the employee's physician shall satisfy medical proof requirement of said disability. A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be required before the employee returns to work, concluding the disability termination.

- C. The Union may request a leave of absence not to exceed five (5) days for no more than 5 employees during any one calendar year. Said leave shall be requested for those employees selected by the Union to attend educational classes conducted by the Union. Such leave will be granted whenever practicable.
- D. An employee with one (1) year of service who accepts a full time assignment with the International Union or the Council, by election, appointment or hire, shall be granted a leave of absence not to exceed one (1) year for said assignment. Upon application in writing, said leave shall be extended for an equal period of time.
- E. The University will continue to comply with all appropriate state or Federal statutes and regulations relating to the employment rights of employees on military service.
- F. In accordance with Ohio Revised Code, any employee who has completed his probationary period shall receive the amount of pay he would have received on his regular straight time basis for each day necessarily lost during his normal work week, not exceeding five (5) days, to make arrangements for, and attend, the funeral of a member of his immediate family.

Immediate family shall be defined as: grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in place of a parent.

- G. An employee shall be entitled to a leave of absence for maternity purposes. She should make application for such leave at least four (4) months before the anticipated delivery as indicated by the certificate of her physician. The maternity leave shall be for not more than six (6) months. The leave shall commence as recommended by certificate of the employee's physician. Upon returning the employee shall be returned to her former job classification, and may displace another employee, covered by this Agreement, who has less classification seniority. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The University will continue the insurance coverage under Article 18 for the period of such leave.
- H. All leave specified in this article shall be without pay, except as provided herein, and without loss of seniority.
- I. The University reserves the right to have an employee examined by a physician chosen by the University before permitting an employee to return to work or to continue working after an illness, injury or disability. If the employee's physician and the University's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the University may be sought. If the parties cannot agree on a third physician, the employee's physician and the University's chosen physician will be asked to seek a consulting specialist's opinion.

#### ARTICLE 21 -- JURY DUTY

Employees shall receive full pay for regular work hours lost for any court or jury duty by the United States or Ohio courts. Any fees received for such duty shall be remitted to the University through the Personnel Office, unless such duty is performed outside normal working hours.

#### ARTICLE 22 -- SAFETY COMMITTEE

An employee covered by this Agreement may serve as one of the members of the Safety Committee provided for by Article 25 of the Agreement between "Ohio University and Local 1699, Ohio University Employees."

## ARTICLE 23 -- PARKING

The University will not change its policy of providing free parking for Security employees during the term of this Agreement. A representative to be designated by the Union will be appointed to the University Parking Committee.

## ARTICLE 24 -- VACATION PAY IN ADVANCE

Vacation pay shall be paid in advance to those employees taking a vacation of 1 week or more, and who request such pay at least 3 weeks in advance of the vacation.

## ARTICLE 25 -- JOB DESCRIPTIONS AND CLASSIFICATIONS

Job descriptions and job classifications covering all positions in the Security Division will be provided to the administrative head and to the district steward, and any employee in the Division may review said descriptions and classifications upon request.

## ARTICLE 26 -- ADVANCEMENT ON PROMOTION DATE

When an employee is advanced by the University in a higher classification, his new rate will become effective no later than the date of his advancement.

## ARTICLE 27 -- MISCELLANEOUS

Written reprimands will be removed from employees' personnel files twelve (12) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the twelve (12) month period. Suspension of five (5) days or less will be removed from an employee's personnel file eighteen (18) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.

## ARTICLE 28 -- TERMINATION

- A. This Agreement shall continue in full force and effect for a period of three (3) calendar years beginning on the date of execution of this Agreement. Thereafter it shall be renewed for periods of one year, unless written notice is given, by either the Union or the University to the other not less than sixty (60) days prior to the expiration date heretofore stated, that it is desired to amend or terminate the Agreement. With regard to Article 18 (Insurance) and Article 19 (Uniforms), such articles shall continue in full force and effect for two (2) years after the date of execution of this Agreement. Thereafter, they shall be renewed for periods of one (1) year, unless written notice is given by either the Union or the University to the other not less than sixty (60) days prior to the expiration date heretofore stated that it is desired to amend or terminate these articles of the Agreement.
- B. In the event notice is given by either party, discussions shall begin not later than forty-five (45) days prior to the termination date of the Agreement.
- C. This Agreement may be extended by mutual agreement beyond the termination date.
- D. The Union Negotiating Committee shall consist of no more than three (3) members of the Agreement Unit, the President of Local 1699, AFSCME, and one (1) representative of Council 21 or AFSCME International.
- E. Should any provision of this Agreement or any application thereof become unlawful by virtue of Federal or State law, the provisions or application of a provision of this Agreement shall be modified by the parties to comply with the law; but in all other respects the provisions and applications of the provisions of this Agreement shall continue in full force and effect during the life thereof, with no changes other than provided therein or through applicable legislation.

EXECUTION

The parties, by their duly authorized representatives, hereby set their hand this 22nd day of November, 1974 (date of execution).

For the Union:

For the University:

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