

PRESIDENTIAL EMPLOYMENT AGREEMENT

THIS PRESIDENTIAL EMPLOYMENT AGREEMENT ("Agreement ") is made by and between the Board of Trustees of Youngstown State University (the "Board"), and Dr. Randy J. Dunn (the "President" or "Dr. Dunn"), and is effective as of July 15, 2013 (the "Effective Date").

RECITALS:

WHEREAS, the Board wishes to employ Dr. Dunn as President of Youngstown State University (the "University") and Dr. Dunn wishes to serve as President and be its employee, subject to the terms and conditions of this Agreement;

WHEREAS, both the Board and Dr. Dunn desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized or ratified by the Board.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Appointment as President.

1.1 The Board hereby appoints and employs Dr. Dunn to be the President of the University, to serve as the chief executive officer of the University under the Bylaws, Policies, Rules, Supervision and direction of the Board and its Officers (Chair and Vice-Chair). The President accepts and agrees to such employment.

1.2 The President shall perform all duties required by law, by this Agreement, and in accord with the directives and Policies of the Board, as adopted and from time to time or hereafter amended. The President shall also perform those duties as are customarily performed by a university president including, but not limited to, the following:

1.2.1 Providing institutional leadership and management;

1.2.2 Administrating the affairs of the University in a manner which serves the University's best interests and which is consistent with University Policy;

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1.2.3 Directing, strengthening and guiding the academic affairs of the University;

1.2.4 Long-range strategic planning; budget formulation; supervision of the buildings, grounds and equipment owned, leased or operated by the University;

1.2.5 Engaging in public, governmental and alumni relations;

1.2.6 Fund raising, development, and community engagement;

1.2.7 Recruiting and retaining outstanding faculty, staff and students;

1.2.8 Recommending policies, bylaws, regulations, rules and procedures that will promote the welfare of the University; and

1.2.9 Performing such other duties commensurate with the position as President that the President may from time to time be assigned by the Board.

2.0 Devote Best Efforts to the Work as President.

2.1 The President agrees to faithfully, honestly, industriously, and with application of professional experience, ability and talent, devote his full business time, attention and energies to the duties as President of the University.

2.2 Such duties shall be principally rendered on the campus of the University, and at such other place or places as Board or President shall deem appropriate for the interest, needs, business or opportunities of the University.

2.3 The expenditure of reasonable amounts of time for personal business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement.

2.4 The President shall not, without prior written permission from the Board, render services of any professional nature to, or for any person or firm, for remuneration other than to the University. The President shall absolutely not engage in any activity that is in conflict with his duties to the University or which causes material harm to or reflects negatively upon the University. The President shall not engage in any activity or conduct in violation of Ohio's ethics laws applicable to public officers and public employees. The making of passive and personal

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investments shall not be prohibited hereunder.

2.5 The Board agrees that certain outside activities by the President advance and enhance the image of the University. Among these activities are memberships on boards and committees of national bodies and community organizations and the holding of office in such national bodies or community organizations. The President may participate from time to time in public and private commissions, councils, committees, and groups and activities dealing with educational, scholarly, academic, civic, and public issues and problems which do not interfere significantly with his duties as President with the approval of the Executive Committee of the Board.

3.0 Term of Appointment; Extension.

3.1 This appointment as President shall be for a term of three (3) years, commencing on July 15, 2013, and terminating on July 14, 2016 (the "Term"), subject, however, to prior termination as provided for in this Agreement. The Parties shall meet by no later than October 1, 2015, to discuss the renewal, extension or non-renewal of this Agreement. The Parties acknowledge and agree that this Agreement shall end by its terms on July 14, 2016 unless terminated sooner as provided for in this Agreement or unless extended by mutual written agreement of the Parties.

4.0 Compensation.

4.1 For all services rendered under this Agreement, the University shall pay the President an annual base salary of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), commencing July 15, 2013 payable in equal twice per month installments. The Parties acknowledge and agree that deductions for any employee portion of the cost of the University- provided vision, life insurance or similar employee benefits costs shall be deducted from the President's base salary amount, and shall be subject to the plan cost adjustments applicable to all University employees. In addition, such base salary shall be subject to all applicable deductions for local, state and federal taxes.

4.2 Reserved.

4.3 The President shall be responsible for any federal, state or local income tax liability incurred as a result of payments made as compensation or benefits provided to the President pursuant to this Agreement incurred as a result of this Agreement.

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5.0 Insurance and Retirement Benefits.

5.1 The University shall provide the President with healthcare and term life insurance coverage and disability insurance in accordance with the University's employer provided plan applicable to professional administrative employees. In addition, the President may enroll in an executive health program which provides for annual physicals and wellness programs. Any costs incurred for enrolling in such program not covered by the University's healthcare coverage shall be borne by the University. The University shall provide the President with long-term disability coverage and long-term care insurance.

5.2 The President shall be an employee of the University for the purpose of being covered by the University's Workers' Compensation coverage.

5.3 The President shall be entitled to participate in the Ohio Public Employees Retirement System ("PERS"), the State Teachers Retirement System ("STRS") or the Alternative Retirement Plan ("ARP") as the President may elect and for which the President is eligible under the terms of PERS, STRS, or ARP, on the same basis and on the same terms as are generally available to senior administrators ("Retirement Plan").

5.4 In addition to the Retirement Plan set forth in Section 5.3 above, the University shall permit the President to participate in tax deferred plans under Section 403(b) and Section 457(b) as described in the Internal Revenue Code of 1986, as amended ("Tax Deferred Plan").

5.5 The President acknowledges and agrees that the University's contributions to the Retirement Plan set forth in Section 5.3 and the Tax Deferred Plan set forth in Section 5.4 (the two foregoing plans are referred to collectively as the "Retirement Plans") are based solely upon the request of the President and are made upon the advice and recommendation of the President's personal legal counsel and/or tax advisor and that neither the Board, the University, or any of the University's agents have in any way made any representation as to the legality of same or the current or future tax ramifications to the President. It is the President's responsibility to seek advice from his tax, legal and financial advisors with respect to each and every term of this Agreement. Neither the University nor any trustee, employee or agent of the University makes any guarantee of any tax consequences with respect to Sections 5.3 and 5.4 of this Agreement or with respect to any other provision of this Agreement.

5.6 The University agrees that it will maintain each of the Retirement Plans in conformity with the Code and all other applicable laws, rules and regulations to the extent it can do so and make the contributions required of it under sections 5.3 and 5.4 of this Article 5.0. The Parties agree that if it is later determined by the President or the University, acting in good faith and upon the advice of counsel, that the contributions required to be made by the University for

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the benefit of the President to the Retirement Plans cannot be made as contemplated by this Agreement or would be more appropriately made in another manner, then the Parties agree to negotiate in good faith to change the contribution methods or vehicles provided for under this Article 5.0. The maximum obligation of the University to the President with respect to sections 5.3 and 5.4 of this Article 5.0 is the amount of the contributions the University is required to make for the benefit of the President under sections 5.3 and 5.4 of this Article 5.0.

6.0 Sick Leave.

6.1 The President shall be allowed fifteen (15) regularly scheduled workdays (Monday through Friday) of sick leave per year. Accumulation and payment for unused sick days shall be governed by the same rules and Policies as are applicable to other full time University professional administrative employees.

7.0 Housing.

7.1 In order to effectively perform the duties as President, especially, but not limited to, the duties described in Section 1.2.2 and for the benefit and convenience of the University, the President shall be required, as a term and condition of his employment, to reside in permanent presidential housing provided and selected by the University on a rent-free basis. The University shall pay the real estate taxes, insurance and utilities for such housing, including cable television and internet services, and shall be responsible for the grounds keeping, housekeeping and maintenance thereof, both interior and exterior. Private areas of such housing shall be furnished by, and at the expense of, the President.

7.2 Reserved.

7.3 The parties acknowledge and agree that to perform various duties and responsibilities as President of the University, the President shall, from time to time, entertain visiting dignitaries and community leaders, hold receptions, meetings, fund raising events or otherwise host a variety of events for mixed business and social purposes benefiting the interest of the University. In such instances, cooking, catering and housekeeping services shall be provided by and paid for by the University, at the President's request, and shall be subject to quarterly review by the Chair or his/her designee who does not report to the President.

7.4 The President's spouse, ("Mrs. Dunn"), shall be authorized to maintain a Youngstown State University e-mail account, a Youngstown State University Identification Card ("ID Card") and shall be granted privileges at University libraries. In addition, the University recognizes and agrees that the President may request Mrs. Dunn to use her skills and talents in

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connection with activities related to the University. The following principles shall apply in that event. Mrs. Dunn's involvement will be on a voluntary, unpaid basis only. Mrs. Dunn shall be authorized to use the University vehicle provided in Section 8.0 below when such use is related in whole or substantial part to such volunteer activities. If requested by any department at the University, documentation defining or clarifying Mrs. Dunn's activities will be prepared.

8.0 Automobile.

8.1 The University shall provide an American made automobile from a local dealership for the President to use in carrying out the duties of his office. All expenses of this automobile shall be the responsibility of the University; these include, but are not limited to, insurance, gasoline, registration, maintenance and repairs. If the President uses the automobile for personal use (including commuting) the imputed tax value based on the proportion of personal use of the vehicle will be included in his gross income.

9.0 Professional Dues and Meetings.

9.1 The University will provide and pay for the President's professional dues for appropriate national professional organizations (e.g. the American Association of State Colleges & Universities ("AASCU") and such other professional associations as are deemed to be in the best interest of the University. The University shall also pay for the reasonable expenses incurred by the President when he attends or participates in the meetings of the Board of Directors or other appropriate committees (if the President is a member), educational conferences, conventions, courses, seminars, or other professional activities of such organizations. The University shall also pay for appropriate institutional memberships in such national organizations deemed to be in the best interest of the University.

10.0 Travel, Entertainment and Relocation Expenses.

10.1 The University shall pay or reimburse the President for reasonable entertainment expenses, travel expenses, hotel bills, and other necessary and proper expenses of the President and his spouse in accord with established travel and expense reimbursement policies of the University and Board. The travel and entertainment expenses of the President shall be reviewed approximately every quarter by the Chair or his/her designee who does not report to the President.

10.2 The University shall also pay or reimburse the President for reasonable expenses incurred in his relocation from his present home to the permanent presidential housing. The University shall reimburse the President for the amount of relocation of personal property based upon the lowest of three (3) cost estimates provided for such relocation costs. The University

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shall also provide the President with reimbursement of other reasonable costs regarding relocation subject to approval by the Chair of the Board and the President shall provide documentation of such expenses.

11.0 Memberships in Service Organizations.

11.1 The President may secure a membership in a local country club of the President's choice as well as a civic club (e.g. Rotary Club) of the President's choice. The University shall reimburse the President for the cost of any such memberships. If the President uses the club for his personal use, then the President shall pay for the personal usage at the time the statement is due and payable.

12.0 Expenses, Receipts and Documentation.

12.1 The President agrees to maintain and furnish an accounting of expenses provided for in this Agreement in accord with standard University requirements and the Board's Policies.

13.0 Vacations.

13.1 The President shall be entitled to twenty-two (22) vacation days per fiscal year, which shall accrue on July 15 of every fiscal year. Vacation time which is not used by the President may be rolled over to subsequent years, however, the maximum amount allowed to be accumulated is a total of forty (40) days. Accumulation and payment for unused vacation days shall be governed by the same rules and Policies as are applicable to other full-time University professional administrative employees. Attendance at business and professional meetings and conferences shall not be construed as vacation time.

13.2 The President shall not take vacation, or other leave, if such time off interferes with his ability to properly discharge the duties of President under the terms of this Agreement.

14.0 Working Facilities.

14.1 The President will be furnished with a private office, secretarial assistance, and such other facilities and services suitable to the position and adequate for the performance of the duties thereof. The President shall also be provided a mobile phone for his use in fulfilling his duties set forth herein, which expenses shall be paid by the University.

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15.0 Evaluations.

15.1 The parties to this Agreement acknowledge the need for the establishment of processes for the regular evaluation of the President of the University. The President hereby acknowledges that the evaluation is subject to the policies and procedures set forth by the Board in Policy No. 9008.01, including annual and comprehensive evaluations.

16.0 Termination and liquidated Damages.

16.1 Termination by the University for "Cause".

16.1.1 Notwithstanding any Board rules or Policies pertaining to termination, the Board may terminate the President's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a majority vote by the Board.

16.1.2 "Cause" shall mean conduct by the President determined by the Board in good faith to constitute any one or more of the following : (a) acts or omissions of gross negligence or willful malfeasance in the performance of his duties as President; (b) acts or omissions that materially harm or reflect negatively upon the University and are undertaken or omitted knowingly;(c) acts or omissions that harm the University and are fraudulent or involve material dishonesty or involve moral turpitude ; (d) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of University funds (except if the President is terminated for Cause under this clause and is not convicted of, does not plead guilty or nolo contendere to such felony or crime, then his termination shall be deemed and treated as if it were by the University without Cause); (e) breach of fiduciary duty to the University (excluding any honest act of simple negligence) not cured within thirty (30) days from the time the President receives notice of said act, omission, or breach from the University; or (f) breach of any material term of this Agreement, not cured within thirty (30) days from the time the President receives written notice of said act, omission or breach from the University.

16.1.3 Upon a termination for Cause, the University shall have no further obligation to the President pursuant to this Agreement other than the payment of base salary earned through the date of termination and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

16.1.4 In the event of termination as set forth in Section 16.1.1 herein, the President and his family shall vacate the housing provided in Section 7.0 herein no later than thirty (30) days following the Effective Date of the President's termination .

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16.2 Termination by the University without "Cause".

16.2.1 The University shall have the right to terminate the President's employment as President at any time without "Cause" (as defined in Section 16.1.2) upon a majority vote by the Board.

16.2.2 In the event of a termination without "Cause," the University shall pay the following amounts to the President (collectively, the "Severance Payments"), in lieu of any other amounts payable to him as President and in settlement of all claims arising out of or related to this Agreement: (i) base salary as President as in effect at that time of the termination without cause for one (1) year following the termination date, (ii) continuation of the insurance benefits described in Section 5.1 for one (1) year following the termination date, (iii) continuation of the retirement contribution described in Section 5.3 for one (1) year following the termination date.

16.2.3 Reserved.

16.2.4 The amounts to be paid pursuant to Section 16.2.2 are intended to be liquidated damages, in full settlement of any and all claims arising out of or related to the termination of the President's employment as President. The University shall pay the Severance Payments on a monthly basis over the twelve (12) months following the effective date of the termination. The President will not be entitled to any other pay or benefits except as otherwise provided or required by applicable law. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that may arise as a result of the University's termination of the President's employment without cause.

16.2.5 If the termination is without cause then the University and President agree not to disparage each other in any manner that is likely to cause the other to suffer any material harm.

16.2.6 The Parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its natural expiration may cause loss to the President, which damages are extremely difficult to determine with certainty. The Parties further agree that the payment of such liquidated damages by the University and acceptance thereof by the President shall constitute adequate and reasonable compensation to the President for the damages and injury suffered.

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16.2.7 In the event of termination as set forth in Section 16.2 herein, the President and his family shall vacate the housing provided in Section 7.0 herein no later than ninety (90) days following the Effective Date of the President's termination.

16.3 Death and Disability.

16.3.1 Regardless of any other provision of this Agreement, this Agreement shall terminate automatically in the event of the death of the President, without further liability of the University, except as set forth in Section 16.3.3.

16.3.2 If the President shall become disabled during the Term, his employment under this Agreement shall terminate effective on the date of disability. For purposes of this Agreement, the President shall become disabled if the Board shall find that as a result of mental or physical condition the President is unable to perform the essential functions of his position, with or without reasonable accommodation, for a period of at least ninety (90) consecutive calendar days. In the event that the President believes that he would be able to perform the essential functions of his position with a reasonable accommodation, the parties shall engage in an interactive process concerning such possible accommodation, in accordance with applicable law. If the President submits information from one or more physicians in support of that position, the President hereby agrees to submit to examinations from one or more physicians selected by the Board, so long as the physicians selected by the Board are paid by the University. Then, in accordance with applicable law, a determination shall be made as to whether or not the President is able to perform the essential functions of his position with or without a reasonable accommodation. The date on which the disability will be deemed to have occurred shall be the day after the President last performed the services which are required of him pursuant to this Agreement, which performance of services was discontinued because of the disability described herein. Nothing contained in this Section 16.3.2 shall be construed to waive any of the President's rights, if any, under existing law, including without limitation, the Family and Medical Leave Act of 1993, the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq, and any applicable disability retirement provisions under PERS, STRS, or ARP .

16.3.3 If the (i) President dies, or (ii) if he has been deemed disabled pursuant to Section 16.3.2 and his employment is terminated, the University shall be liable to the President or the President's personal representative, as the case may be, for any accrued but unpaid base salary through the date of death or disability, and any life insurance or disability insurance benefits that would be due and payable to the President, or his personal representative, as the case may be, by reason of such death or disability .

16.3.4 In the event of the death of the President during the term of this Agreement (including all renewals and extensions), the President's family shall be permitted to

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occupy the housing provided in Section 7.0 herein under the same terms and conditions for up to ninety (90) days from the date of the President's death. Upon disability of the President during the term of this Agreement (including all renewals and extensions), the President and his family shall be permitted to occupy the housing provided in Section 7.0 herein under the same terms and conditions for up to ninety (90) days from the date of the President's disability.

16.4 Termination or Retirement by President.

16.4.1 The President may terminate this Agreement and his employment as President at any time by the President delivering to the Board one hundred eighty (180) days advance written notice of such resignation unless waived by the University. Upon termination by the President of this Agreement by notice as provided in this Section, except as provided in Section 13, any further obligation of the University for compensation under this Agreement to the President shall cease, after the effective date of his resignation.

17.0 Severability.

17.1 The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

18.0 Governing Law; Forum.

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio, and the parties hereby confer jurisdiction upon the courts of any jurisdiction within the State of Ohio to determine any dispute arising out of or related to this Agreement, or the breach thereof. Dr. Dunn's appointment as President is specifically subject to and may be superseded by the fiscal watch provisions of Ohio Revised Code Chapter 3345, including the performance evaluation, suspension of authority, duties and pay, and termination provisions required by Ohio Revised Code Section 3345.77.

19.0 Educator's Legal Liability Insurance.

19.1 The University represents and warrants that the individual employed as President of the University is a covered person under the University's existing Educator's Legal Liability insurance policy. The University agrees that it shall maintain such policy (or a substantially similar replacement for it) throughout the Term of this Agreement and, if such policy is underwritten on a claims made basis, it will continue to maintain such a policy after the Term of this Agreement to the extent necessary to cover the President's service on behalf of the University during the terms of this Agreement. To the extent permitted by law, the University

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will protect and defend the President in his official and individual capacities from any claims made against the President while he is in the scope of his employment as set forth herein, up to the amount of the Educator's Legal Liability Insurance coverage provided for in this section.

20.0 Tenure; Return to Faculty.

20.1 Board Policy 9005.01 governs the award of faculty rank and tenure for certain administrators, including the president. The availability of faculty rank and tenure as part of the appointment of Dr. Dunn as President, will be determined in accordance with Board Policy and the process shall commence with the execution of this Agreement. Dr. Dunn understands that the Chair of the Board (or the Chair's designee) will begin the process and present the academic credentials of Dr. Dunn to the appropriate academic department and dean for review upon this Agreement being executed with the expectation that Dr. Dunn shall become a tenured faculty member on the earliest possible date after completion of the tenure process. When Dr. Dunn elects to assume an academic appointment obtained pursuant to this Section, his compensation and benefits will be determined by the faculty bargaining agreement and/or applicable Board or University policies. In the event this Agreement is ended in accordance with Section 16.2, it is recognized that Dr. Dunn may thereafter perform teaching responsibilities. In such an event, no salary will be paid for his performing such responsibilities during the period of time covered by payments made under the provisions of Section 16.2.2. At the end of such period of time, the salary for Dr. Dunn's performing such teaching responsibilities will be determined in accordance with the University's regular processes.

20.2 While serving as president, the President shall not teach any course at the University during the first year of the Term of this Agreement. After completion of the first year, the President may teach one class per year subject to obtaining approval of the Executive Committee of the Board. If the President desires to teach more than one class, he must first obtain approval of the Executive Committee of the Board.

20.3 So long as Dr. Dunn is serving as President of the University, he will not receive any additional compensation for serving as a University professor.

20.4 Reserved.

21.0 Waiver.

21.1 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

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22.0 Non-Assignable.

22.1 This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

23.0 Counterparts.

23.1 This Agreement may be executed by the parties hereto in any number of counterparts, including by facsimile or electronic signature included in an Adobe PDF file, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by a party until the other party has also executed and delivered her counterparts.

24.0 Notices.

24.1 All notices, requests, demands, applications, services of process, and other communications which are required to be or may be given under this Agreement shall be deemed to have been duly given if sent by electronic mail, telecopy or facsimile transmission, or personally delivered, or mailed via certified first class mail, postage prepaid, return receipt requested, to the parties hereto at the following address:

To the Board: Chair Board of Trustees
Youngstown State University
One University Plaza
Youngstown, OH 44555

With a copy to: Office of the General Counsel
Youngstown State University
Tod Hall - Rm. 312
Youngstown, OH 44555

To the President: Dr. Randy J. Dunn
Youngstown State University
Tod Hall – Rm. 215
Youngstown, OH 44555

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With a copy to:

W. David Denton, Esq.
Denton & Keuler
555 Jefferson St.
P.O. Box 929
Paducah, KY 42002-0929

Notice will be served upon the President at his office or his personal residence, or at such other address as he shall furnish to the University.

25.0 Headings.

25.1 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26.0 Counsel.

26.1 Each party acknowledges that they have carefully read all of the terms of this Agreement, that they have been represented by counsel of their choosing that the terms have been fully explained to them and that they understand the consequences of each and every term.

27.0 Adequacy of Funds.

27.1 Payment under this Agreement is subject to appropriation of funds by the Ohio Legislature and to the determination of the adequacy of such funds for that purpose by the Board. However, the Parties agree and understand that funding for the University comes from a number of sources other than appropriations by the State of Ohio. It is not the intention of the Board to use any reduction in appropriations as a reason to reduce the salary of the President if other funds are available for such use.

28.0 Entire Agreement; Modification.

28.1 This Agreement and the Deferred Compensation Plan referred to in Section 5.4 constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BOARD OF TRUSTEES OF
YOUNGSTOWN STATE UNIVERSITY

Sudershan G. Garg
Dr. Sudershan Garg, Chair

Date: 6-12-13

Randy J. Dunn
Dr. Randy J. Dunn, President

Date: 6/7/13

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Chair BOT Initials/Date