



**YOUNGSTOWN
STATE
UNIVERSITY**

**BOARD OF TRUSTEES
INSTITUTIONAL ENGAGEMENT COMMITTEE**

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

**Wednesday, June 6, 2018
3:00 p.m. or immediately following
previous meeting**

**Tod Hall
Board Meeting Room**

AGENDA

- A. Disposition of Minutes for Meeting Held March 14, 2018**
- B. Old Business**
- C. Committee Items**

1. Consent Agenda Item*

- Tab C.1.a. *a. Resolution Approving the Revised Development and Service Agreement with the Youngstown State University Foundation**
- Tab C.1.b. *b. Resolution to Accept WYSU Memberships**
The Board of Trustees will accept 1242 memberships from WYSU totaling \$172,569 through the third quarter of Fiscal Year 2018.
Shannon Tirone, Associate Vice President University Relations will report.

2. Institutional Engagement Discussion Items

- Tab C.2.a. a. Marketing Plan for FY18/19**
Ross Morrone, Director of Marketing will report.
- Tab C.2.b. b. Comprehensive Emergency Management Plan**
Shawn Varso, Chief of Police will report.

*Items listed under the Consent Agenda require Board approval; however they may be presented without discussion as these items include only non-substantive changes.

Tab C.3.c.

c. YSU Foundation Quarterly Gift Report

The YSU Foundation received 753 outright gifts and 24 pledges totaling \$1,345,384.48; pledge payments totaling \$583,128.77; and 1 new planned gift commitment totaling \$25,000 for the third quarter of Fiscal Year 2018.

Paul McFadden, President YSU Foundation will report.

D. New Business

E. Adjournment



**YOUNGSTOWN
STATE
UNIVERSITY**

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

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

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

WHEREAS, on December 7, 2017, the Board of Trustees of Youngstown State University passed a resolution approving a new Development and Service Agreement with the Foundation; and

WHEREAS, the University and the Foundation mutually desire to revise the Development and Service Agreement previously approved by the Board of Trustees.

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

**Board of Trustees Meeting
June 7, 2018
YR 2018-**

Youngstown State University Development and Service Agreement

This Agreement (“Agreement”) is made effective as of _____, 2018 and is made between Youngstown State University, an Ohio urban research institution (the “University”), and the Youngstown State University Foundation, an Ohio nonprofit corporation (the “Foundation”). The University and the Foundation are referred to individually as a “Party” and collectively as the “Parties”.

BACKGROUND INFORMATION

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

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

ARTICLE I **PLEDGE OF COOPERATION**

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

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

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

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

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

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

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

Section 1.5 Oversight Committee. Each of the Parties shall designate not more than three individuals to serve on an "Oversight Committee" to address operational issues between the Parties during the term of this Agreement (including any Renewal Terms). By October 15th of each year, the Oversight Committee shall discuss the needs of the University, and the Foundation's anticipated distributions to the University. The Oversight Committee shall provide quarterly updates to the University Board of Trustees in accordance with Section 2.2 of this Agreement.

ARTICLE II FOUNDATION OBLIGATIONS

Section 2.1 Fund Raising Services Provided by the Foundation.

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

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

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

University. The Foundation President will be responsible for administration of the development and fundraising programs.

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

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

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

Section 2.4 Gift Policies. The University developed University Policy 3356-5-07, "Gifts for the benefit of the university," that governs the acceptance of gifts, including conditional acceptance. The Foundation shall not accept, without the consent of the University Board of Trustees, any gift that

imposes conditions, restrictions, obligations or contingent liabilities upon the University. All gifts accepted by the Foundation shall preserve donor intent, to the extent permissible under all applicable laws. All philanthropic naming of physical spaces, programs, undertakings and any other naming rights shall be subject to approval by the University Board of Trustees.

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

On an annual basis YSU Foundation trustees will review the Foundation's annual spend policy, and will comply with all IRS regulations.

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

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

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

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

University and is fully charged with making decisions regarding litigation on behalf of the University. This Agreement does not confer authority to the Foundation to make decisions on behalf of the University regarding litigation or litigation defense.

ARTICLE III UNIVERSITY OBLIGATIONS

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

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

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

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

ARTICLE IV TERM AND TERMINATION

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

Section 4.2 Renewal Term(s).

- a. Renewal Terms. Following the end of the Initial Term, this Agreement shall automatically renew for additional three year terms, unless either of the Parties has

provided one year's prior written notice of its intention to not renew this Agreement or the Agreement has been otherwise terminated pursuant to Section 4.3 below.

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

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

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

ARTICLE V **REPRESENTATIONS AND WARRANTIES**

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

- a. **Organization.** The Foundation is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- b. **Power and Authority; Due Authorization.** Foundation has all requisite power and authority to execute and deliver this Agreement and to take all actions contemplated by

this Agreement. This Agreement constitutes a valid and binding agreement of Foundation, enforceable by University in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

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

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

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

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Confidential Information. The University will provide to the Foundation access to confidential or proprietary student, alumni and/or employee, as well as third party donor or potential donor information necessary for Development Functions (“Confidential Information”) which may be protected from disclosure by various state and federal privacy laws including but not limited to: the Personal Information Systems Act, Ohio Revised Code Section 1347.01, et seq. (PISA); the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, et seq. (FERPA); the Ohio Public Records Act, Ohio Revised Code Section 149.43, et seq. (PRA); and the Gramm-Leach-Bliley Act, 15 U.S.C. Sections 6801(b) and 6805(b)(2). Confidential Information shall not include information that (a) is or becomes generally available to the public other than through breach of this Agreement, (b) is communicated to either Party by a third party that had no confidentiality obligations with respect to such information, or (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order, provided that either Party has given the other Party prior notice of such disclosure and an opportunity to contest such disclosure.

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

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

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

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

Section 6.3 Public Records. The Foundation acknowledges that as a public university, certain types of documents are subject to the Ohio Public Records law. The Foundation understands that its information given to the University shall be considered a public record, unless an applicable exemption under Ohio's public records laws applies.

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

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

ARTICLE VII INTELLECTUAL PROPERTY

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

ARTICLE VIII MISCELLANEOUS PROVISIONS

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

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

Section 8.3 Audit. The Foundation shall engage a professional accounting firm to conduct an annual financial audit of the Foundation and provide the University with a copy of such audited financial statements promptly upon completion of the audit. The financial statements shall be

included with the University's financial statements in accordance with Generally Acceptable Accounting Principles subject to the requirement of Section 3.4. Additionally, the University shall have the right to conduct its own additional audit of the Foundation's books and records, not more than once per calendar year, at the sole expense of the University.

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

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

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

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

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

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

with a copy to:

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

If to the Foundation: Youngstown State University Foundation
Attn: President
655 Wick Ave.
Youngstown, Ohio 44502

with a copy to:

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

[Signatures Appear on Following Page.]

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

YOUNGSTOWN STATE UNIVERSITY

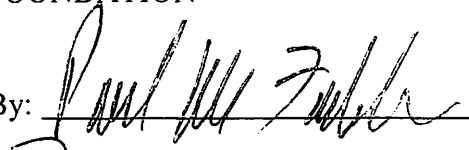
By: _____

Printed Name

Title

Date

YOUNGSTOWN STATE UNIVERSITY
FOUNDATION

By:  _____

Printed Name

Title

Date

Paul McFadden

President

5/10/2018

Youngstown State University Development and Service Agreement

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University. The Foundation President will be responsible for administration of the development and fundraising programs.

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

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

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

Section 2.4 Gift Policies. The University developed University Policy 3356-5-07, "Gifts for the benefit of the university," that governs the acceptance of gifts, including conditional acceptance. The Foundation shall not accept, without the consent of the University Board of Trustees, any gift that

imposes conditions, restrictions, obligations or contingent liabilities upon the University. All gifts accepted by the Foundation shall preserve donor intent, to the extent permissible under all applicable laws. All philanthropic naming of physical spaces, programs, undertakings and any other naming rights shall be subject to approval by the University Board of Trustees.

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

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

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

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

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

The Foundation understands that the University is an institution operated pursuant to authority conferred by the State of Ohio, and as a state institution, pursuant to the constitution of the State of Ohio, it may not lend or give credit of the State or otherwise agree to provide indemnification. The Foundation acknowledges that it is expressly understood that this Agreement does not confer upon the Foundation any right or claim to indemnification by the University, be it expressed or implied.

The Foundation further understands that by statute the Attorney General's Office represents the University and is fully charged with making decisions regarding litigation on behalf of the University. This Agreement does not confer authority to the Foundation to make decisions on behalf of the University regarding litigation or litigation defense.

ARTICLE III UNIVERSITY OBLIGATIONS

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

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

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

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

ARTICLE IV TERM AND TERMINATION

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

Section 4.2 Renewal Term(s).

- a. Renewal Terms. Following the end of the Initial Term, this Agreement shall automatically renew for additional three year terms, unless either of the Parties has

provided one year's prior written notice of its intention to not renew this Agreement or the Agreement has been otherwise terminated pursuant to Section 4.3 below.

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

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

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

ARTICLE V **REPRESENTATIONS AND WARRANTIES**

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

- a. **Organization.** The Foundation is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- b. **Power and Authority; Due Authorization.** Foundation has all requisite power and authority to execute and deliver this Agreement and to take all actions contemplated by

this Agreement. This Agreement constitutes a valid and binding agreement of Foundation, enforceable by University in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

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

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

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

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Confidential Information. The University will provide to the Foundation access to confidential or proprietary student, alumni and/or employee, as well as third party donor or potential donor information necessary for Development Functions (“Confidential Information”) which may be protected from disclosure by various state and federal privacy laws including but not limited to: the Personal Information Systems Act, Ohio Revised Code Section 1347.01, et seq. (PISA); the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, et seq. (FERPA); the Ohio Public Records Act, Ohio Revised Code Section 149.43, et seq. (PRA); and the Gramm-Leach-Bliley Act, 15 U.S.C. Sections 6801(b) and 6805(b)(2). Confidential Information shall not include information that (a) is or becomes generally available to the public other than through breach of this Agreement, (b) is communicated to either Party by a third party that had no confidentiality obligations with respect to such information, or (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order, provided that either Party has given the other Party prior notice of such disclosure and an opportunity to contest such disclosure.

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

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

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

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

Section 6.3 Public Records. The Foundation acknowledges that as a public university, certain types of documents are subject to the Ohio Public Records law. The Foundation understands that its information given to the University shall be considered a public record, unless an applicable exemption under Ohio's public records laws applies.

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

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

ARTICLE VII **INTELLECTUAL PROPERTY**

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

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

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

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

Section 8.3 Audit. The Foundation shall engage a professional accounting firm to conduct an annual financial audit of the Foundation and provide the University with a copy of such audited financial statements promptly upon completion of the audit. The financial statements shall be

included with the University's financial statements in accordance with Generally Acceptable Accounting Principles subject to the requirement of Section 3.4. Additionally, the University shall have the right to conduct its own additional audit of the Foundation's books and records, not more than once per calendar year, at the sole expense of the University.

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

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

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

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

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

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

with a copy to:

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

If to the Foundation: Youngstown State University Foundation
Attn: President
655 Wick Ave.
Youngstown, Ohio 44502

with a copy to:

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

[Signatures Appear on Following Page.]

Signature Page
YSU Development Transfer & Service Agreement

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

YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN STATE UNIVERSITY
FOUNDATION

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date



**YOUNGSTOWN
STATE
UNIVERSITY**

RESOLUTION TO ACCEPT WYSU MEMBERSHIPS

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

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

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

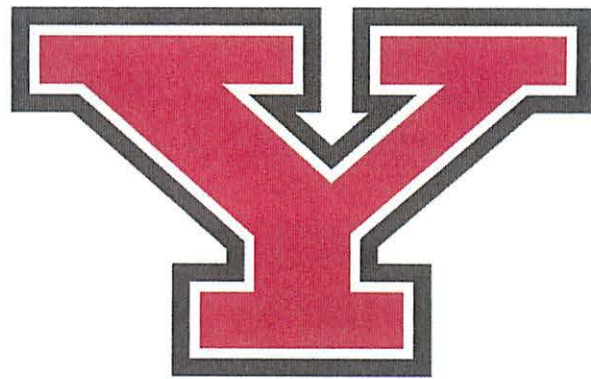
**Board of Trustees Meeting
June 7, 2018
YR 2018-**

**UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY
Fiscal Year 2017-2018
July 1, 2017-March 31, 2018**

Memberships Received	Number of Members	Amount
WYSU-FM	1,242	\$ 172,569
Total University Members	1,242	\$ 172,569

**UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY
Fiscal Year 2016-2017
July 1, 2016-March 31, 2017**

Memberships Received	Number of Members	Amount
WYSU-FM	1,252	\$ 163,732
Total University Members	1,252	\$ 163,732



and proud.

Branding & Marketing Plan FY18/19
Office of Marketing and Communications

Objectives

Overview

This fiscal year we will be focusing our marketing and branding activities on a strategy that expands our reach into demographic areas that are reflective of increases in our enrollment poll into the Fall 2018 semester. These demographic locations reach outside of our tri-county area into Cleveland, Akron, Columbus, Cincinnati and Toledo in Ohio and western Pennsylvania regions.

In addition to targeted marketing and branding efforts, we will build on expanding our marketing efforts in cooperation with several departments on campus including the MBA program, Business, RN-to-BSN, Distance Education, Graduate Studies and the International Programs Office, reaching international students across the world.

Branding

The Y and Proud tagline continues to be a strong brand for Youngstown State. We will use this tagline as our umbrella brand message for this upcoming year with a strong focus on academics, research and alumni stories.

Marketing

As a subset idea of our brand, our marketing messaging allows us to tell the stories of our University. We will focus these stories on student success, student life and alumni success.

Department Marketing

As mentioned above, our services on campus continue to expand into departments where we provide consultation on marketing and social media strategy. This includes budget spending on program specific marketing within varying departments.

Creative Services

Our graphics team continues to create promotional materials for academic and administrative departments across campus with an average of 900 jobs per year. Our team ensures that all print materials on campus meet the visual and brand standards of the University.

Web Team

Our web team expanded this year with the addition of a programmer and web developer. These two positions are helping us build smarter applications that serve our on and off campus communities. Their support is an important piece to maintenance of the Youngstown State website, but also to ensure we are providing users with a positive experience. This year, we will be expanding several areas of the website including department websites, faculty profiles and the University portal.

Analytics

All of our marketing efforts provide analytical data about our media placement and audiences. We collect this data over the entire year and make quarterly comparison to ensure we are maximizing our spending with the highest ROI. Our digital strategy allows us to track actions to our website where we monitor conversions and goals.

Budget & Planning

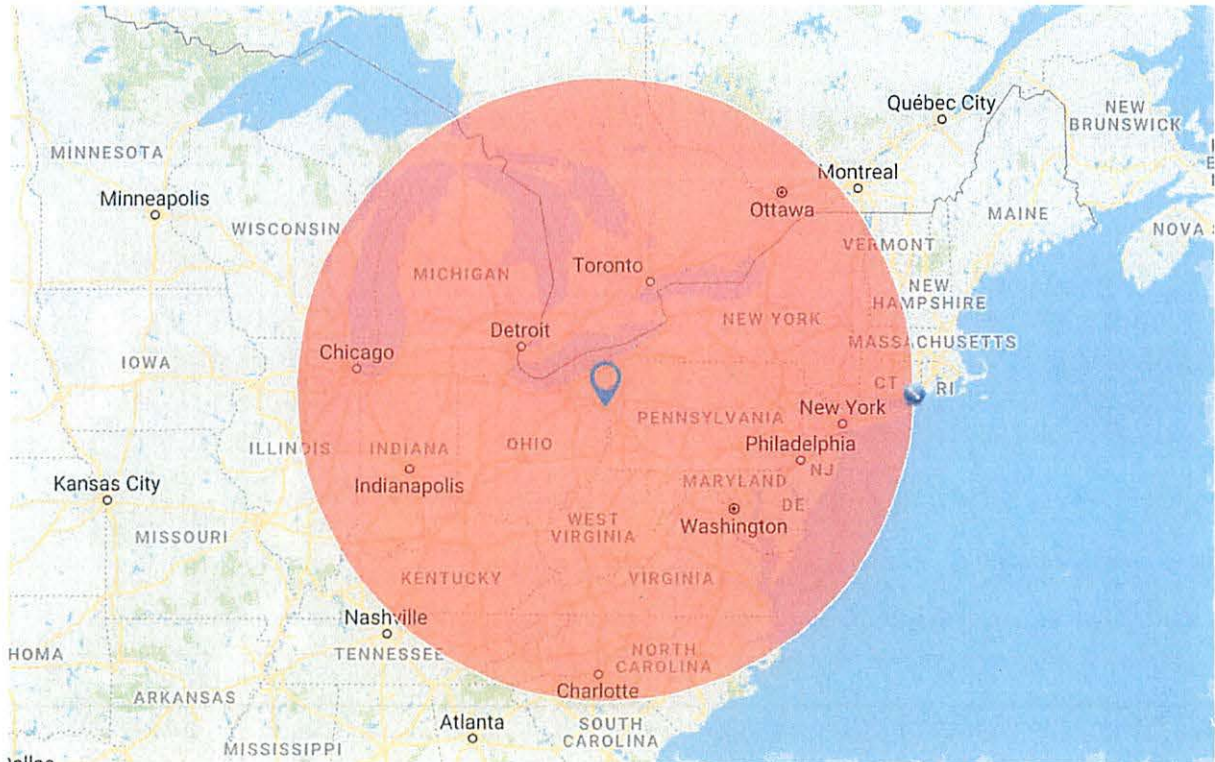
The marketing budget for FY18/19 is projected at **\$336,882**

Allocations

Digital Marketing - \$100,000

This year we will be managing all digital marketing in-house with a cost savings of \$30,000 in management fees. Our digital marketing strategy will focus on paid and organic searches including Youngstown State University and programs offered on-campus and online. In addition, we will be using a targeted advertising strategy on social media channels to place branding and marketing messages in front of social media users that meet our demographic specifications. Channels that include digital advertising opportunities are Facebook, Instagram, Twitter, Snapchat, LinkedIn, YouTube and Google. As noted in the social media section, a lot of these channels are being used for organic postings as well.

Targeting for digital marketing reaches 450 miles around Youngstown, Ohio.



Social Media

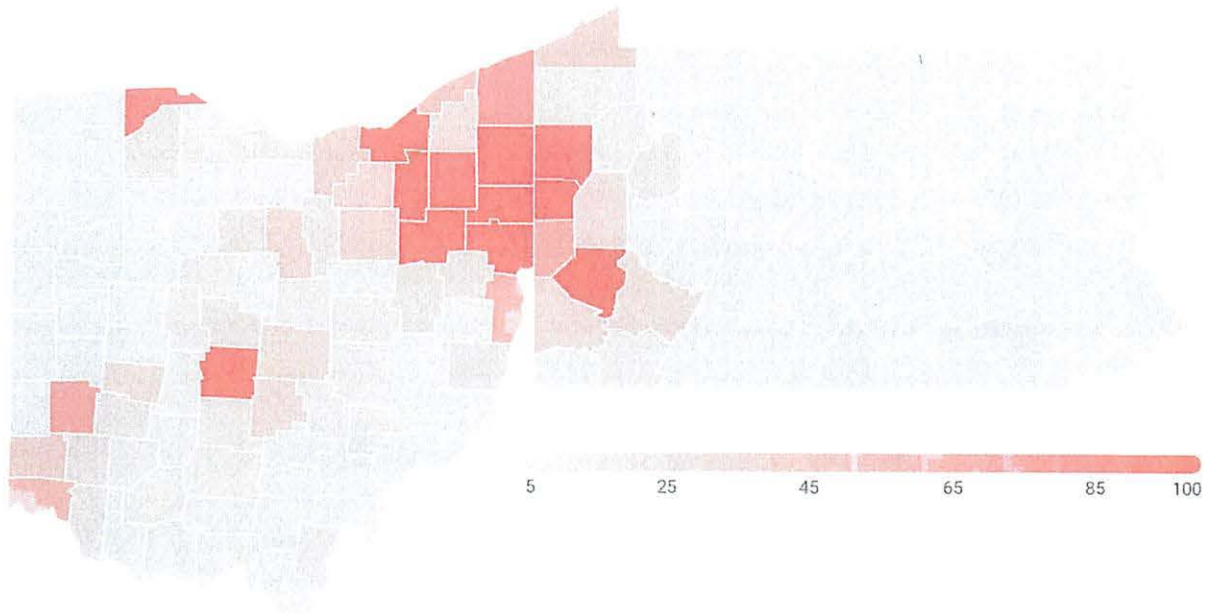
Our social media strategy continues to grow in this upcoming fiscal year. With all of our audiences on at least one of the social platforms where we have a presence, we can focus on creating organic content that is highly visible and engaging. This content includes video, photos, messages and live streaming. These channels also act as a communication platform with a lot of our audiences asking questions about the University. Although we do not actively promote many of our organic posts, the costs associated with this platform come in the form of student employment and media creation. Our social platforms include Facebook, Instagram, Twitter, Snapchat, LinkedIn and Youtube.

Traditional Marketing - \$180,000

We will continue to promote the University brand and marketing messages on outdoor, television and print mediums within the tri-county area. Compared to costs of digital marketing, traditional marketing is at a much higher premium for impressions. However, it plays an important role in the branding model where we focus on overall touch points with our audience. This year, we will be including a small allocation of funds to place media in new geographic locations identified in the geographic targeting section of this marketing plan. The cost of advertising in many of these areas is triple that of the Youngstown DMA, directing us to focus in smaller time periods and placements.

Geographic Targeting

Using enrollment data for this upcoming FY, we have identified “hot bed” areas for applicants that reach beyond our tri-county area. We will be focusing our digital marketing and social media geographic targeting to place our branding and program content to these locations. We are also working with EAB (Royall) to help track any increases in applications year over year (YoY) in these designated areas to identify ROI.



Ohio Counties:

Ashtabula
Lake
Lorain
Cuyahoga
Summit
Stark
Portage
Lucas
Franklin
Montgomery
Butler
Hamilton

Pennsylvania Counties:

Mercer
Lawrence
Allegheny
Beaver
Erie
Washington
Butler

***Note: As referenced in our digital marketing section, we place digital assets 450 miles around Youngstown, Ohio, the above graphic reflects areas where we will focus more budget spending. We will not exclude counties in Ohio and Pennsylvania that are in gray.**

Insights

Social Media Insights

The report below is our current audience, engagement and impression data from our social media channels.

Platform	Audience	Engagement	Impressions
Facebook	49,900	403,000	12,300,000
Twitter	15,900	144,000	3,400,000
Instagram	12,300	75,000	960,000
LinkedIn	54,400	1,700	295,000
	Totals	623,700	16,955,000

*Data date range from May 1, 2017 to May 1, 2018

Audience: Total number of users that like, follow or subscribe to Youngstown State's channel.

Engagement: The number of people who engaged with our channel. Engagement includes any click, comment, like, or share (an action that engages the user and their followers).

Impressions: The number of times any content from your channel or about your page entered a person's screen. This includes posts, check-ins, ads, social information from people who interact with your page and more.

Digital Advertising Insights

The report below reflects impressions, results or clicks and cost of our digital advertising programs.

Platform	Impressions	Results	Cost
Facebook + Instagram	3,597,809	106,293	\$22,505
Google Adwords	57,000,000	85,300	\$74,000
LinkedIn	289,000	1,109	\$7,028
Other	882,471	564	\$6,892
	Totals	193,266	110,425

*Data date range from May 1, 2017 to May 1, 2018



YOUNGSTOWN
STATE
UNIVERSITY

Campus Emergency Management Plan

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Introduction

The Campus Emergency Management Plan (CEMP) reflects the uniqueness of the campus location while conforming to the essential common elements set forth in the Guidebook Policy number 3356-4-20 Emergency response. The plan forms the collective institutional strategy to prepare the University to respond effectively and efficiently during and after a major emergency.

The CEMP provides the individual strategy, through specific information and suggestions, for students, faculty, staff and others to assist them in preparing for and surviving emergencies. Together, they provide an important means to protect the University's single most important asset during times of serious crisis, its people.

Purpose of the Plan

The Purpose of the CEMP is to maximize human safety and survival, minimize danger, preserve and protect property and critical infrastructure, provide for responsible communications with the University Community and the public during and after an emergency, and restore normal activities.

The CEMP provides a template for the University, on the department level, to adapt quickly and redirect its immediate efforts under emergency conditions.

“Emergency” Defined

An Emergency is any event or condition that presents an imminent risk of death, serious injury or illness to the University Community, suspension or significant disruption of university operations, significant physical or environmental damage, or significant threat to the University's financial wellbeing.

Rather than establishing rigid parameters for qualifying an event as an emergency, this definition is intended to emphasize the actual and potential catastrophic effect, the imminent threat, and seriousness inherent to emergencies. Other events may produce crises or harmful effects but an emergency is distinguished by the severity of the threat and its effects as well as the ongoing threat posed to the University Community.

Administrative Policy on Campus Emergencies

It is the policy of the University to prepare for and effectively respond to emergencies and other conditions that present a serious threat to the university community. This is accomplished by the following elements included in each Campus Emergency Management Plan:

- The emergency management authority of the University President as defined in guidebook policy 3356-4-2.
- A common Goal and Purpose
- The Department Emergency Operations Plan
- The Emergency Resource Team
- The coordinating role of the YSU Police Department
- Use of available university-wide processes to mitigate potential threats posed by individuals
- Collaboration with local, state and federal emergency partners
- Adoption of the National Incident Management System
- Effective emergency communications and notification

National Incident Management System

The CEMP adopts the National Incident Based Management System (NIMS) for emergency management in the event of a campus wide emergency which would require the coordination of both University resources as well as outside resources. NIMS is a comprehensive, nationwide approach to incident management that is applicable to all major emergencies. It provides a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations to work together during an emergency as well as other large incidents and events. Because of the necessity to operate seamlessly with external emergency response and management partners, the Youngstown State Plan adopts the NIMS system for emergency management.

The National Incident Management System in its entirety is rather complicated and provides considerable detail, necessarily so, in prescribing the structures, processes, and responsibilities necessary for effective emergency management.

Campus Emergency Management Plan Overview

The primary focus of the CEMP is on the responsibilities, processes, and activities necessary for the University, as an institution, to manage an emergency and its effects.

The Four Phases of Emergency Management illustrate that the functions and responsibilities associated with emergency management are ongoing and extend beyond the actual response to an emergency. Successful and effective emergency management begins before an emergency occurs, prevents it if possible, and continues after an emergency. The Four Phases are:

- Preparation
- Mitigation
- Response
- Recovery

The Preparedness Phase involves the activities undertaken to provide the University with the operational capability to effectively respond to an emergency before it occurs.

The Mitigation Phase involves activities that may either prevent an emergency from occurring or reduce the campus' vulnerability in ways that minimize the adverse effects of an emergency

The Response Phase involves recognition that an emergency is either imminent or occurring and the immediate action taken to save lives and protect property.

The Recovery Phase involves activities taken to restore the campus to normalcy after actual emergency conditions have ended. This Phase may be short-term with the prompt restoration of critical services, support systems, research, and classroom activity. Other conditions may require long-term activities designed to recover costs and fully restore infrastructure systems to pre-emergency conditions.

Department Emergency Operations Plans

The Department Emergency Operations Plan is the internal, department-level plan that prescribes the changes in the functional responsibilities and operations of a department during an emergency. Each nonacademic department is expected to develop, maintain, and periodically update a Department Emergency Operations Plan. Each academic dean shall determine those academic departments which must have such a plan. The purpose of this plan is to give clarification and

guidance, with some degree of predictability, to department employees and to coordinate activities in times of crisis. This plan should minimally include:

- The succession of authority which identifies positions in charge in absence of the chair or director
- The transition from normal to emergency operation for those departments reasonably expected to remain operational during an emergency
- An emergency contact list of essential employees
- The process for protecting informational, educational or physical assets
- The protection and continuity of critical research
- The identification of individual roles and responsibilities relating to an emergency

While some academic and support departments may curtail, or suspend operations during an emergency, others may be required to continue their operations and adapt accordingly. Therefore, some Department Plans may be quite abbreviated while others are extensive and quite detailed.

Essential Non-Academic Department Emergency Operation Plans

Certain Youngstown State University departments have been specifically identified as having direct roles and responsibilities that are essential during an emergency. At an operational level, they provide for safety, health, and housing needs, protect the critical infrastructure of the campus, facilitate communication, and deliver other essential services. These departments are:

- YSU Police
- Facilities Maintenance
- Student Health Services
- Housing and Residence Life
- University Relations
- University Dining Services
- Environmental and Occupational Health and Safety
- Information Technology Services

Due to the sensitive nature of Department Emergency Operation Plans and the impact they have on safety and security, they may be considered confidential and will be distributed to parties deemed appropriate by the department head.

The YSU Police Department provides assistance to departments to ensure that their emergency plans meet the objectives of the Youngstown State University CEMP.

PREPARATION FOR AN EMERGENCY

Emergency Resource Team

The Emergency Resource Team (ERT) is a group of university officials with responsibilities involving the Preparation and Mitigation Phases of emergency management. The ERT is a key factor in formulating, and leading the campus response to preparation for an emergency.

ERT Composition

The following university officials comprise the Youngstown Campus ERT:

- Associate Vice President University Relations
- Associate Vice President University Facilities
- Chief, YSU Police
- University Public Information Officer
- Director, Environmental and Occupational Health and Safety
- Assistant Director Marketing and Communications
- Administrative Officer, YSU Police

ERT Planning Activities

The ERT coordinates the emergency planning activities for the Youngstown State University. Planning activities include:

- Meet at least once per semester to discuss issues and facilitate planning.
- Make recommendations for changes to the CEMP or University Guidebook Policy.
- Develop and maintain effective relationships with safety, health and emergency management partners external to the Campus.
- Promote public awareness among students, faculty and staff.

Training and Public Awareness

Coordinated, systematic, and comprehensive training and education programs are essential for the development and maintenance of this plan. Training programs are provided to departments, organizations and individuals responsible for implementation of this plan using the following actions:

- YSU Police Department and the YSU Office of Environmental and Occupational Health and Safety coordinates the emergency management preparedness training and education for personnel within the University.
- The training program consists of three dimensions: (1) programs and courses available through the Federal Emergency Management Agency (FEMA) and the State and other governmental/volunteer agencies; (2) local departmental emergency response training; and (3) community based awareness, self-help, population protection procedures, and public awareness training for the general population.
- Training is available through FEMA is announced through FEMA circulars. Departments and agencies determine their own needs assessment of training requirements so as to ensure the appropriate courses are taken by emergency response personnel. FEMA has a wide range of courses available to the emergency management community and all effort should be made to send personnel to those courses that will maximize the total effort.

- University sponsored training is provided by EOHS as well as YSU Police. Emphasis will be placed on those areas that are considered to be most critical. University programs may include all areas of emergency management; however, a thorough review of needs is necessary to ensure proper utilization of training time.
- Community based training is conducted and arranged through YSU Police. Public awareness of all threats within the University is a major concern; however, the most critical threats are normally repeated in presentations and media awareness throughout the year. Fire, tornado and flood preparedness are a major focus due to the large population that may be impacted.

Exercises

All University departments tasked with emergency management response and recovery responsibilities under this plan will participate in exercises conducted under direction of the YSU Police Department. Exercises are given at least annually, and more frequent exercises may be held at the discretion of YSU Police. Non-governmental, not-for-profit and other outside agencies with responsibilities under this plan will be encouraged to attend and participate in such exercises. The majority of the exercises involve multiple agencies and organizations.

COLLABORATION AND COOPERATION WITH EMERGENCY MANAGEMENT PARTNERS

First Responders

At the onset of an emergency, first responders (police, firefighters, and emergency medical technicians) are likely to be the first “emergency managers” on the scene. Their immediate objectives are to protect life and assess the nature and scope of the threat posed by the emergency. Their initial response represents the beginning of a continuing flow of people, equipment and supplies necessary to protect persons and property from the harmful effects of the emergency. This flow, or mobilization, continues until the challenges presented by the emergency are met and remain until the emergency has ended.

Youngstown State University has access to local, state, and federal emergency resources. This access comes with the responsibility to plan, coordinate and collaborate in the spirit of cooperation with the larger emergency management community. Doing so facilitates the response, reduces confusion and conflict and ultimately saves lives.

The Mahoning County Emergency Management Agency

This agency serves as the single point of contact through which most emergency and support resources are summoned and coordinated from local Public Safety Agencies in Mahoning County to Agencies of the State of Ohio and United States Government. Effective planning requires building and maintaining relationships with the Mahoning County Emergency Management Agency.

Other Emergency Management Partners

In addition to the Mahoning County Emergency Management Agency, a host of other emergency management and support organizations are available to render assistance in times of emergency. These include:

- The Youngstown Police Department by mutual aid agreement.
- The Youngstown Fire Department

- Mahoning County Sherriff's Office
- Ohio State Highway Patrol
- Mahoning County Hazmat Team
- Other Police and Fire Departments in Mahoning and Trumbull County through county wide mutual aid agreement.
- Ohio Public University campus police departments through state wide mutual aid agreement with State Universities Law Enforcement Administrators Group (SULEA).
- The Red Cross
- The Mahoning County Health Department
- Mercy Health Saint Elizabeth Health Center
- Other support and service agencies

MITIGATION OF POTENTIAL EMERGENCIES

The Mitigation Phase of emergency management is on-going and may occur before, during or after an emergency occurs. The purpose of mitigation is to prevent potential emergencies from occurring, reduce the probability of their occurrence, and to lessen the harmful effects of emergencies if they do occur. All persons share in the responsibility for mitigation by reporting hazardous conditions, potentially dangerous persons and other conditions which, if left unchecked, may develop into emergencies.

Interpersonal Violence Threats

Violence can have a devastating and lasting effect on the University. Often, violent acts are preceded by threats and other indicators which, if acted upon, can prevent them from occurring. When such indicators are observed, potential violence can be prevented by referring the matter to the appropriate university office so that potential violence may be prevented. Below are some campus resources available for such referrals:

YSU Police

An incident or situation in which a person displays actual or potentially violent behavior should be immediately reported to the police. Doing so ensures the prompt intervention by officers trained and equipped to deal with potentially violent persons. When there is doubt regarding the actual potential for violence, it is both prudent and necessary to call the police.

The Contact number for YSU Police 24 hour Dispatch is:

YSU POLICE DISPATCH: 330-941-3527 or 3527 from a campus extension.

- Dialing 911 from a campus extension will connect you with the YSU Police.
- Dialing 911 from a cell phone will connect you with The City of Youngstown's Dispatch Center. Advise them you are on the YSU Campus.

The Office of Student Affairs

The Office of Student Affairs has the authority and responsibility for regulating the behavior of students and visitors as provided in the University Policy and serves a dual role in the mitigation of potential emergencies. The primary role is to provide due process for students alleged to have violated the Student Code of Conduct. Among these are students who have committed violent acts and students who have engaged in behavior that presents a risk to the University Community. The secondary role is to provide due process to non-students who are denied access to university property and facilities and are, thus, persona non grata. Non-students who have engaged in behavior considered disruptive or potentially threatening are referred for this purpose.

Faculty, staff and students may refer students to this office.

YSU Police / Office of Student Affairs Threat Assessments

The YSU Police Department working with the Office of Student Affairs evaluates all threats made to the campus community. The Chief of YSU Police along with the Vice President of Student Affairs

investigate all instances of threats to the campus community and implements a coordinated University response to prevent violence and protect human life

Title IX Coordinator/Deputy Coordinators

The Title IX Coordinator can be contracted if you are seeking information regarding Title IX including reporting and filing a complaint involving sex discrimination, sexual harassment, or sexual misconduct. The information provided will be assessed by the Title IX Coordinator (or his/her designee) and an investigation will be conducted depending on a variety of circumstances including but not limited to; the reporting individual's wish to pursue an investigation, the risk posed to the individuals involved and the campus community by not proceeding, whether there have been other complaints of sexual misconduct involving the same alleged individual[s], and the nature of the allegation.

Anonymous Reporting

The University provides online anonymous reporting options for complaints of sexual misconduct and the University will not compel you to reveal your name or that of the alleged perpetrator. However, the University's ability to investigate an incident is limited when names are not included in a report. In order for the University to take disciplinary action against an individual for sexual misconduct, either under University Policy or the Student Conduct Process; the individual's name must be provided.

Making an initial anonymous report does not prevent an individual from choosing to follow-up with additional information or through a different reporting option. Anonymous reports can be made to:

The Youngstown State University Police Department at the [YSU Police website](#)

The Title IX Coordinator at [Title IX Home](#)

The Office of Student Life/Student Conduct at [Student Conduct: Complaint Filing](#)

The CARE Team (Concern, Assessment, Referral, and Education)

The CARE Team is a group of university officials who gather every two weeks to share information, discuss incidents and events, and provide expertise and the unique perspectives of their respective professions and disciplines to solve behavioral problems. Team members share common responsibilities for dealing directly with crises and behavioral problems of students.

University faculty and administrators experiencing similar behaviors by students are encouraged to discuss the matter with the Team. Though not a decision making body, the Team can present valuable options for action.

RESPONSE TO AN EMERGENCY

Reporting an Emergency

When an emergency occurs, or is imminent, the YSU Police Department must be contacted as soon as possible. This single point of contact facilitates all types of emergency response for all types of emergencies. The Contact number for YSU Police 24 hour Dispatch is:

YSU POLICE DISPATCH: 330-941-3527 or 3527 from a campus extension.

- Dialing 911 from a campus extension will connect you with the YSU Police.
- Dialing 911 from a cell phone will connect you with The City of Youngstown's Dispatch Center. Advise them you are on the YSU Campus.

A person reporting an emergency can anticipate being asked for details about the incident they may or may not have as well as personal identification information such as full name, address, etc. Also, the caller may be asked to hold for a brief period while the dispatcher advises officers of the situation, dispatches them to the scene, and updates them with information as the caller provides it.

Activating the Campus Emergency Management Plan (CEMP)/Emergency Declaration

The President of Youngstown State University has the authority to declare an emergency for campus and to activate the CEMP. In their absence, the next university executive officer in line of succession has the authority to declare an emergency and activate the CEMP.

The Chief of YSU Police and their designees, in the event of any emergency, have the authority without an emergency declaration, without activation of the CEMP or without prior Executive Officer approval to;

- Notify the University community of an emergency through the available emergency communication resources.
- Respond to any situation and take all measures to protect human life and university property.
- Authorize Campus Evacuations, Shelter in Places, and Lockdowns
- Request and utilize outside public safety resources.

Merely qualifying an event as an "emergency" does not provide sufficient cause to warrant a declaration of emergency or the activation of the CEMP. Other factors are considered before a decision of whether or not to activate the response plan is made. A serious automobile accident or a person in cardiac arrest would certainly qualify as emergencies but not require activation. Similarly, a technological emergency or power outage may require employing only a particular element of the plan, such as emergency notification and or cancellation of classes.

The CLERY Act provides the following examples of significant emergencies or dangerous situations: fire, outbreak of a serious illness, earthquake, gas leak, terrorist incident, armed intruder, bomb threat, civil unrest or rioting, explosion, nearby chemical or hazardous waste spill.

University Executive Officer Response

The decision making activities of the University during an emergency shall rest with the President and the following University Executive Officers;

- Provost and Vice President for Academic Affairs
- VP of Finance
- VP of Legal Affairs/Human Resources
- VP Student Affairs
- AVP University Relations
- AVP University Facilities

Any emergency decisions relating to the campus will be made by the President or their designate. In the event of an incapacity or absence of the University President, decision making authority shall default to the University Succession of Authority beginning with the Provost.

The University Executive Officers will assemble in Tod Hall, the YSU Police Department, or via phone if needed in the event of a declared emergency. The YSU Police Department will provide as much information as possible during the emergency to aid in the decision making effort.

The University President may convene a cabinet meeting after the onset of an emergency at which time attendees are thoroughly briefed on the status of the emergency. Divisional responsibilities as they relate to the emergency as well as urgent matters requiring immediate attention are discussed.

Implementation of Department Level Plans

Department Plans are implemented at the direction of the Deans, Chairpersons or Directors. Information from direct observation, campus advisories, mass email and other sources are used in this decision. The nature and scope of an emergency and its effects on the campus population, or portion thereof, will help in determining the departments needed for support functions during an emergency

Crisis Communications Plan

The Youngstown State University Crisis Communications Plan provides procedures for the coordination of communications both internally and externally in the event of a crisis situation. The plan outlines the roles, responsibilities and protocols to guide the university in sharing information with all of YSU's audiences during an emergency or crisis.

This plan is not intended to change the manner in which emergencies are initially reported. All emergencies on campus should be reported immediately to YSU Police.

(See Appendix A for the Crisis Communication Plan)

Campus Security Act ("Clery Act") Notification

Title 20, Chapter 28, Section 1092(F) of the United States Code requires universities and colleges to make timely notification to students and employees concerning violent crime which presents an ongoing threat to the university community. In addition to the emergency notification media identified above, additional media may be used for Campus Security Act Notification. These may include the posting of informational fliers, posting of composite sketches (wanted posters), a news media press conference, as well as other means deemed appropriate.

The University notifies students, faculty, staff and the public concerning all major emergencies, as well as other conditions, that present a potential threat to the public. This notification is communicated through various media and is made as soon as sufficient reliable information becomes available.

The purpose of notification is two-fold. The first is to quickly notify persons of threatening conditions so that they may make informed decisions concerning their safety and the safety of others. The second is to communicate specific instructions, or suggestions, to assist them in responding to the threat. It is recognized that in order to avoid any unnecessary delay, initial information concerning the threat may be incomplete or, at times, erroneous. The University strives to ensure that emergency notification is made responsibly and accurately, however, notification will not be delayed on this account.

INCIDENT COMMAND SYSTEM

The Incident Command System (ICS) is a standard, on-scene, and all-hazard emergency management system adopted by Youngstown State University in the event of a large scale declared emergency which has the possibility for extending into longer periods of time. It represents organizational “best practices” and has become the national standard for incident response. Under ICS, there is only one Incident Commander (IC) who is the person in charge of the incident. This person must possess sufficient experience and knowledge to manage the incident. The nature of the emergency determines the position responsible for incident command. Depending upon the nature of an emergency, the Incident Commander (IC) may be a different individual not necessarily from the University. The following list is an example of who may fill the role of an Incident Commander in particular emergencies. This is not a complete list, but only serves as an example;

Emergency	Incident Commander
Active Shooter	Ranking YSU Police Supervisor on scene
Fire	Ranking Youngstown Fire Department Official on scene
Building Collapse	Ranking Youngstown Fire Department Official on scene/ AVP YSU Facilities
Chemical Spill	Mahoning County Hazmat Team Supervisor
Bomb Threat	Ranking YSU Police Supervisor on scene
Power Outage	AVP YSU Facilities

An emergency affecting a large geographical area or one requiring a multi-disciplinary response may require the alternative method of Unified Command. In this case, each discipline (i.e. Fire, Police, Medical, etc.) has one person in-charge of executing the Incident Action Plan as it relates to that person’s respective discipline.

The ICS consists of five functional components. The management of every emergency, incident or event includes these components. They are:

- Command
- Operations
- Planning
- Logistics
- Finance/Administration

Incident Action Plan

For Emergencies that are more serious, complex, and or long duration, there will be an oral or written Incident Action Plan (IAP) completed by the Incident Commander. The purpose of the IAP is to provide a coherent means to identify and communicate the overall incident objectives and priorities to key supervisors. Essential elements of the IAP are:

- A statement of objectives appropriate to the overall incident
 - A description of the ICS structure and persons responsible for each component
 - A statement of strategies and tactics to be employed
 - The identification of supporting resources needed

Incident Command Post

The Incident Command Post (ICP) is the location from which the Incident Commander (IC) manages all incident operations. The ICP may or may not be located on the campus depending upon the scope of the emergency. The ICP may be an office, conference room, or other area which has the necessary communication resources, safety, and security during an emergency. Only those individuals with direct authority and responsibility for managing the response to the emergency operate from the ICP. The Incident Commander may move to the Emergency Operations Center for incidents which require dedicated emergency communications resources, long term Incident Command support, and or a secure location.

Emergency Operations Center

The Emergency Operations Center (EOC) is the location from which the coordination of information and resources to support long term emergency operations (24 hours or more) occur. When an emergency is confined to campus property and facilities, the 2nd floor of Clingan-Waddell Hall (YSU Police Department) serves as the location of the EOC. Functions conducted at the EOC include:

- Coordination
- Communications
- Resource dispatching and tracking
- Information collection, analysis and dissemination

When an emergency extends beyond the campus and involves other communities, the EOC may be located off-campus and staffed by university as well as non- university persons.

University Closing/Cancellation Procedure

Youngstown State University is open year round except for designated holidays. The university will remain open and classes held unless there is clear and substantiated evidence to warrant otherwise, i.e., extreme weather. Generally, such actions fall under two categories – University Closings and Cancellation of Classes.

- **University Closings.** The university is closed. Classes are cancelled. Employees should **not** report to work, except for essential emergency personnel*. All buildings, except residence halls and the dining facilities that support those halls, will be closed.
- **Cancellation of Classes:** Classes are cancelled, but the university remains open. Employees should report to work.

While the goal is to have as many people as possible on campus when the university is open, the university realizes that some students and employees live a significant distance from campus.

Consequently, individuals are not expected to place themselves in a dangerous situation to get to campus. Employees and students are encouraged to use their best judgment in deciding whether it is safe to drive when confronted with severe weather.**

COMMUNICATIONS

Among the several tools YSU may use to communicate to students and employees in the event of a university closing or class cancellation:

- **Penguin Alert** text messages and/or e-mails. You must sign up to receive these important messages. To sign up, visit [PenguinAlert](#).
- **By phone** on the YSU Emergency Information Line, 330-941-2222.
- **On the [YSU homepage](#).**
- **Social media** via [Facebook](#) and [Twitter](#).
- **Radio and TV:** Closing information will be provided to major radio and television stations across the Youngstown region. (Note that WYSU-FM 88.5 is the official radio source regarding information about University operations.)

** Such as snow removal crews, as well as other personnel involved in operations that must continue (e.g. Campus Police, WYSU-FM, and some Facilities employees). Premium pay for employees who are required to work during closing, if applicable, will be in accordance with the appropriate bargaining agreement.*

*** In the event individual judgment is exercised not to report to campus, affected employees, who communicate this action to their supervisors, shall have access to accumulated vacation time, available personal days, or accrued compensatory time and/or emergency leave as provided in applicable policies and collective bargaining agreements. The severity of the weather conditions may also necessitate the cancellation of scheduled events such as national testing sessions, athletic events, and fine and performing arts programs.*

Authority to close school or cancel classes

The authority to close the university and/or cancel classes rests first with the President, and then with the Provost, the Vice President for Finance and Operations and the AVP of Facilities.

For the day following a closing or cancellation of classes, in the absence of a specific announcement to the contrary, it should be understood that classes and other functions will continue as scheduled and that employees should report for work at their normal starting times.

Calls should NOT be made to the YSU Police Department to verify a university closing.

CAMPUS EVACUATION

In rare and extreme circumstances, an emergency may require the evacuation of the Campus. The purpose of evacuation is to remove all persons not engaged in life-safety duties as quickly as possible from an impending threat at the campus to protect lives. This is accomplished by directing vehicular and pedestrian traffic to pre-designated egress routes according to their physical location on campus and proximity to the routes. Evacuation is distinguished from closure of the campus in that it requires prompt implementation with little or no advance notice.

In a declared emergency, the decision to evacuate buildings or campus in its entirety rests with the President or in his absence, the designated successor. In the event of an immediate emergency where a declaration of emergency has not yet occurred, and there is a significant threat to public safety if evacuation does not take place in a timely manner, then the Chief of YSU Police or their designate has the authority to order building and or campus evacuation.

Cooperation and Mutual Assistance

Evacuation places an extraordinary demand on limited police resources under emergency conditions and requires extraordinary sacrifice, patience and cooperation on the part of the students, faculty, staff and visitors being evacuated. Individuals may need to assist others not able to care for themselves, personal property may need to be left behind, personal vehicles may be inaccessible, individuals and groups may become separated, and persons may be required to egress by routes not of their choosing. Persons evacuating by vehicle are encouraged to provide transportation to as many others as possible. Above all, persons will be called upon to remain calm under tumultuous conditions and to cooperate with and follow directions given by Police, YSU Parking Service, YSU Grounds, YSU Facilities and others assisting with traffic control.

Campus Evacuation Plan

An emergency of the magnitude and seriousness requiring the evacuation of the campus will likely and similarly affect surrounding communities. When the emergency is confined to the local community, evacuation to neighboring communities and routes leaving the immediate area are used. When an emergency is regional or larger scale, evacuation routes direct traffic to interstate highways for mass evacuation and relocation. A person evacuated from the campus may have few options regarding the direction of travel and should immediately follow the directions they are given.

Madison Avenue expressway located North of Stambaugh Stadium has been identified as the major traffic artery toward which evacuating traffic will be directed if possible. From there, evacuees can be integrated into the larger regional evacuation plan if necessary. However, the main surface roads around campus, Belmont Ave, Fifth Ave, Wick Ave, and Rayen Ave will also be used to allow for the maximum number of vehicles to evacuate campus in the shortest time possible. Listed below are the primary egress routes to be utilized:

Areas West of Fifth Avenue (M-70 Lot, Edge Apartments)

All parking lots and areas west of Fifth Avenue will evacuate west to Belmont Avenue.

North to Madison Avenue Expressway then west to I680, or;

South to Rayen Avenue then west towards US 422.

Areas East of Fifth and West of Elm Street (Lincoln Avenue Deck, M-53 Lot)

All Lots between Fifth Ave and Elm St. Proceed North on Fifth to West bound Service Road then Madison Ave Expressway to I680, or;

North on Fifth Avenue to Gypsy Lane, then west to 711, or;

Southbound on Fifth Avenue to Mahoning Avenue. Mahoning Avenue to I680.

Areas North of the Madison Avenue Expressway (Lyden and Cafaro House, Flats at Wick)

All parking lots north of the Madison Avenue Expressway should go North on Elm Street to Gypsy Lane. Then west to 711 or east to Logan Avenue and then North on Logan Avenue.

Areas East of Elm Street and West of Walnut Street (Wick Avenue Deck, Enclave)

All parking areas East of Elm Street and West of Walnut Street will proceed northbound on Wick Avenue to Madison Avenue Expressway to either I680 or Himrod Expressway, or;

Northbound on Wick Avenue to McGuffey Road, or;

Northbound on Wick to Logan Avenue, or

Southbound to Rayen Avenue (US 422) then east.

Areas East of Walnut Streets (Courtyard Apartments)

All parking East of Walnut will proceed East to Andrews Avenue then north on Andrews Avenue to Logan Avenue, then North on Logan.

Building Evacuation

The purpose of evacuating a building is to remove persons from dangerous and life-threatening conditions presented by a fire, an explosion, a suspected explosive device, a hazardous material release, air contamination or other similar emergency. Usually, such conditions and the need to evacuate are readily apparent and occupants are expected to leave the building immediately. Activating the building fire alarm is the most expedient and safest method to facilitate the evacuation (whether or not the emergency involves fire).

In some situations, such as bomb threats, the presence of life-threatening conditions may be unknown or non-existent. In these cases, the responsibility for assessing available information and the decision of whether or not to evacuate rests with the police. When time and circumstances permit, this decision will be made after consultation with other university officials present.

At the sound of a fire alarm, or other notification to evacuate, all persons are required to leave the building immediately by law. Unless conditions prevent it, the best evacuation route is the nearest stairway leading to the nearest exit. Elevators should not be used as they become inoperable during a loss of electrical power and can increase the risk of smoke inhalation during a fire. Firefighters routinely check stairways for persons needing assistance.

Actions will be taken to ensure persons remain at least two hundred feet from the building to be clear of any danger and to avoid impeding the movement of emergency responders and equipment. This distance may be increased by police or firefighters according to the circumstances

of the emergency. Persons should not return to the building unless specific approval to do so has been given by police or firefighters.

Persons with disabilities are responsible for requesting assistance. In a classroom, the instructor should coordinate, and/or assist, disabled persons in the classroom to evacuate. If this is not possible, the instructor should help the persons move to the nearest enclosed stairway and remain there with them while another person advises emergency responders of their location.

Professors and Instructors should preplan for evacuations at the beginning of the semester and identify those who may need assistance in an evacuation.

Lock Down

A lock-down will be used to protect building occupants in the case of an emergency. This requires the residents of a building to stay safely sheltered where they are located once an emergency is identified by the YSU Police, unless there is a specific threat within the building that requires them to exit.

A lock-down will be communicated to the campus via Penguin Alert and the Simplex Mass Communication System.

During a lock-down police and other emergency personnel would be responding to the emergency somewhere on campus. This does not necessarily mean that there is immediate danger in the building a person is located, however precautions should be taken immediately.

What is a lock-down?

All campus buildings will be locked to prevent entrance from the outside. Exit from the buildings will still be possible by pushing the crash bars. Students and personnel should not exit the building unless the situation in the building requires escape.

Exterior entrances of buildings will be locked by the facilities personnel, staff, or faculty who have access to door lock hardware. Faculty or staff members with keys to offices may have the capability to lock entrances to buildings. The YSU Police will not be available to assist in the locking of the buildings if an emergency exists on campus.

Students in residence halls must remain in their rooms with the door locked.

Staff will remain in their offices, or secure area, preferably without windows, with the door locked.

Faculty will move students to any lockable room in the building or remain in the classroom with the door barricaded if possible.

In the event that a room cannot be locked, the room should be barricaded with any accessible items.

The termination of any lock-down will be by the authority of the YSU Police, once an emergency is over. This will also be communicated via Penguin Alert and the Simplex Mass Communication System.

Shelter in Place

In certain emergency situations, the campus community may be advised to shelter-in-place to avoid or minimize exposure to outside risks. Risks could include chemical, biological or radioactive releases; some weather-related emergencies or criminal activities.

Once shelter-in-place instructions have been communicated, students, faculty and staff should either stay in the building they are in when they get the message or if outside, go to the nearest building and await further instructions.

What Shelter-in-Place Means

Shelter-in-Place is a precaution aimed to keep you safe while remaining indoors. It refers to taking refuge in a designated area of safety within a building such as a small, interior room with no or few windows. It does not mean sealing off your entire residence or office building. If you are told to shelter-in-place, follow the instructions provided below.

Why You Might Need to Shelter-in-Place

The air outside may become dangerously contaminated either intentionally or accidentally; severe weather such as a thunderstorm or a tornado is occurring; or there is an active shooter, making it unsafe to be exposed to outside conditions. Should this occur, YSU Police will provide information using the Penguin Alert and the Simplex Mass Communication System. This system includes emergency warning sirens, programmed messages, live voice instructions, text messaging, and email communication to provide emergency notification and/or instructions. The important thing is for you to follow instructions of University authorities and know what to do if they advise you to shelter-in-place.

General Shelter in Place Information

If a shelter in place order is given, you should:

- Stop classes or work, or close business operations.
- Share the notification with others in the building if possible, but do not leave the area where you were instructed to shelter-in-place.
- Close all windows, exterior doors, and any other openings to the outside.
- Select interior room(s) above the ground floor with the fewest windows or vents.
- Keep listening to local radio, television, and check your cell phone for Penguin Alert messages until you are told it is safe or you are told to evacuate. University and local officials may call for an evacuation in specific areas only.

In Conclusion

University and local officials are the best source of information for your particular situation. Following their instructions during and after emergencies regarding sheltering, food, water, and clean-up methods is your safest choice.

RECOVERING FROM AN EMERGENCY

Ending Emergency Operations

When the threat presented by the emergency has ended, the Chief of YSU Police will inform the University President of the cessation of Emergency Operations. The focus of the campus turns at this point to the recovery phase.

The Executive Officers of the university meets for a debriefing to assess the response to the emergency and decide which support operations, if any, should continue. Upon the recommendation of the Executive Officers of the university to end the Response Phase, the focus of the campus turns at this point to the recovery phase.

The Recovery Phase is the period of time following an emergency required to restore the Campus to normal operations. This Phase commences immediately following the cessation of emergency operations and extends until all academic and support operations are restored to a functional level (normal operations).

Restoring the operations to a functional level means that departments can once again deliver the services according to their respective mandates.

University Recovery Team

Upon the cessation of emergency response operations, the Vice President for Finance and Administration appoints a University Recovery Team. The composition of the team is determined by the Vice President in order to facilitate the restoration of campus operations. The University Recovery Team is charged with conducting a damage assessment, developing a recovery plan and implementing that plan.

Conclusion of the Recovery Phase

Upon completion of the recovery phase, the University Recovery Team advises the University President that emergency management functions have ended and that the normal operations of the campus have been restored.

GLOSSARY

Campus Emergency Management Plan (CEMP)

The CEMP is the campus-level plan for responding effectively and efficiently before, during and after a major emergency.

Campus Security Act

This federal law, codified at 20 USC 1092 (f), requires colleges and universities to disclose certain timely and annual information about campus crime and security policies including crimes which pose an ongoing threat to students and employees.

Department Emergency Operations Plans (Department Plan)

The Department Plan is the internal department-level plan that prescribes the functional responsibilities and operations of a university department during an emergency.

Emergency

An emergency is any event or condition that presents an imminent risk of death, serious injury or illness to persons, suspension or interruption of university operations, significant physical or environmental damage or significantly threatens the University's financial well-being.

Emergency Operations Center (EOC)

The EOC is the location from which the coordination of information and resources to support incident activities and to provide for the continuity of critical university operations takes place.

Emergency Procedures Guide

The Emergency Guide is a quick reference guide that provides basic guidelines and survival strategies for major emergencies. It is a companion document to the Campus Emergency Management Plan.

Emergency Resource Team (ERT)

The ERT is a group of campus officials with responsibilities involving the preparation and mitigation phases of emergency management. The ERT is a key factor in supporting and leading the campus response to an emergency

Federal Emergency Management Agency (FEMA)

FEMA is a federal agency under the U.S. Department of Homeland Security with the mission to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters.

First Responders

First responders are police, firefighters, hazardous material teams, paramedics, and emergency medical technicians responsible for the initial response to an emergency.

Four Phases of Emergency Management

These are the on-going emergency management functions that extend beyond the actual response to an emergency, including preparedness, mitigation, response and recovery.

Hazardous Materials Incident (HAZMAT)

HAZMAT is an incident involving the release of or public exposure to explosives, flammable and combustible substances, poisons, and radioactive materials.

Incident Action Plan (IAP)

The IAP is a written or oral plan that provides overall objectives and priorities to key supervisory personnel during an emergency.

Incident Command Post (ICP)

The ICP is the location from which the person in charge during an emergency oversees all emergency response operations.

Incident Command System (ICS)

ICS is a component of NIMS that incorporates standardized, on-scene, and all-hazard emergency management functions including command, operations, planning, logistics, and finance/administration. ICS represents organizational "best practices" and is the standard for incident response.

Mahoning County Emergency Management Agency

This local emergency management agency is tasked with planning, training, and assisting local jurisdictions before, during, and after an emergency. This agency serves as the single point of contact for additional resources during an emergency.

Mitigation Phase

The Mitigation Phase is the second phase of emergency management that involves activities undertaken to prevent, or reduce the adverse effects of, an emergency.

National Incident Management System (NIMS)

NIMS is a comprehensive, nationwide system of incident management applicable to all jurisdictional levels of government and across functional disciplines.

Persona Non Grata (PNG)

A student or non-student who has been found to exhibit behavior deemed detrimental to the university and is no longer permitted to frequent or be present in any, or specified, university locations.

Preparation Phase

The Preparation Phase is the first phase of emergency management that involves activities undertaken to provide the operational capability to effectively respond to an emergency.

Recovery Phase

The Recovery Phase is the fourth and final phase of emergency management that involves activities undertaken to restore normalcy after actual emergency conditions have ended.

Response Phase

The Response Phase is the third phase of emergency management that involves immediate action taken to save lives and protect property during an emergency.

University Recovery Team

The University Recovery Team is a group of university officials responsible for restoring normal campus operations after an emergency. The team is assembled during an emergency and charged with conducting a damage assessment, developing a recovery plan and implementing that plan.

APPENDIX A

CRISIS COMMUNICATIONS PLAN

Crisis Communications Plan

Introduction

The Youngstown State University Crisis Communications Plan provides procedures for the coordination of communications both internally and externally in the event of a crisis situation. The plan outlines the roles, responsibilities and protocols to guide the university in sharing information with all of YSU's audiences during an emergency or crisis.

The crisis communication plan is part of a larger set of plans to manage the university's affairs during situations that threaten operations, the safety of the community and/or the reputation of YSU. This document focuses on the communications aspect of potential crisis situations. (Please also refer to YSU communications procedures under the federal Clery Act, specifically "Emergency Notifications" and "Timely Warnings," attached as Appendix 1 and Appendix 2.)

This plan is not intended to change the manner in which emergencies are initially reported. All emergencies on campus should be reported immediately to YSU Police.

Guiding Principles

In all communications during a crisis, the university strives to be accessible, prompt, compassionate, honest and informative. While such tenets may seem to be self-evident, it can be difficult to adhere to a clear style of communication when in crisis mode. One of the most important requirements for effective communications during an urgent situation is gathering and understanding the facts and implications of a given situation and then providing accurate and consistent information to all parties concerned. Communications from the university must be honest and forthright. It is crucial in a crisis to tell it all, tell it fast and tell the truth. Since a crisis may be sudden and without warning, this plan is designed to be flexible in order to accommodate contingencies of various types and magnitudes.

Operational Definition of Crisis

For the purpose of this plan, the word **crisis** refers to:

A significant emergency, dangerous situation or disturbance in the university's activities which has the potential to have a significant impact on the university's operations and public image and which results in extensive news coverage and public scrutiny.

A crisis may fall into one of two categories for the purpose of crisis communications at YSU.

Imminent Danger/Major Disruptions

Examples: natural disaster, active shooter/power outages, tornados

Public Relations/Reputational Crisis

Examples: Penn State Beta Theta Pi fraternity, UNC cheating

A crisis includes serious threats to life, limb and/or property, significant threats to the university's reputation or serious threats of interruption to university business.

A crisis may include, but is not limited to: active shooter or hostage situations, weather, disease or other health threat, fire, natural disaster, violent crime, civil disturbance, sexual or physical assault, homicide and the threat of danger. (The federal Clery Act provides the following examples of significant emergencies or dangerous situations: fire, outbreak of a serious illness, earthquake, gas leak, terrorist incident, armed intruder, bomb threat, civil unrest or rioting, explosion, nearby chemical or hazardous waste spill.)

There is bound to be a degree of judgment required to determine whether any one or more of such threats are serious enough as to constitute a crisis.

Initial Response

Many crises occur quickly, without notice and may require immediate communications, particularly to students, employees and others on campus who are threatened or impacted by the crisis. As per the university's Clery Act Emergency Notification procedures and Penguin Alert Protocol, the YSU Police Department has the authority to assess the crisis at hand, determine what immediate communication is needed, and move forward to deliver that communication to the campus. For instance, if there is a major fire in an academic building, YSUPD would be responsible for initial communications (via Penguin Alert and other means) with the campus.

Crisis Communications Team (CCT)

In the event of a crisis, a core group of people will constitute the university's Crisis Communications Team:

Associate Vice President, University Relations – The Associate Vice President, University Relations will serve as the liaison between the team and the President or her/his designee.

Director of University Communications/Public Information Officer – The Director of University Communications/Public Information Officer will serve as the direct contact and liaison between the CCT and the Incident Command Center and will provide the CCT with the most up-to-date information on the crisis.

Assistant Director of Communications

The team will develop a plan of action and oversee communications issues throughout the crisis. The team will assess the facts of the crisis to determine the appropriate response/action and to determine a plan of action for both internal and external communications. Depending on the nature of the crisis, others can and should be drawn into the crisis communications process as appropriate to address the specific issues and threats that need to be managed.

Convening the Team

In the event of a crisis that falls under the category of **Imminent Danger/Major Disruptions**, the CCT will convene immediately upon notification of the crisis.

If a **Public Relations Crisis** should occur, the President has the primary responsibility for convening the CCT. If the President is not available to make the convening decision, then the Provost, Vice President for Finance and Business Operations, General Counsel and Vice President for Legal Affairs and Human Resources can make that decision. Any member of the CCT or Tod Hall

Leaders may also, upon discovery of a situation that she/he believes constitutes a crisis (as defined above), recommend to the President that she/he convene the Team.

Team Communications

All members of the CCT should have cell phones in their possession at all times.

Upon activation of the CCT, the Associate Vice President for University Relations will notify the Director of University Communications/Public Information Officer. Other individuals will be notified as needed.

If it is feasible to do so (depending on the time of day or night and/or any physical limitations of the situation), the team should gather together in person. If it is not feasible to meet physically, the Team may be convened initially by telephone.

In the event of a major campus crisis or disaster, an Emergency Operations Center will be set up in the YSU Police Department. In such a situation, the YSUPD will become the center of all information for the crisis at hand; therefore, it is advisable that the CCT convene at the YSU Police Department. The Police Department will dedicate space and resources (i.e. telephones and computers) for the Team in the PD during the crisis.

In the event of a public relations crisis, the President will call the Associate Vice President for University Relations who will then notify the Director of University Communications/Public Information Officer. Other individuals will be notified as needed. The Team will convene in the Leaders Conference Room in Tod Hall. (It is possible that the Team would first convene in Tod Hall and then move to the YSUPD as the crisis evolves, or vice versa.)

Responding to the crisis

Among the duties of the Crisis Communications Team:

- Assess the facts of the crisis.
- Create a plan of action for both internal and external communications.
- Determine what and how messages will be communicated.
- Determine how to react as the crisis evolves.
- Keep the appropriate spokespeople informed of the latest developments and messages to be conveyed.
- Determine to whom messages will be communicated, both internally and externally. Among the key constituencies:
 - Students
 - Faculty
 - Staff
 - Parents of students
 - News media
 - Trustees
 - Public officials—Gov., Mayors, etc.
 - Alumni
 - Community
 - General Public

The Team will develop several key messages to be included in all university communications. The messages will evolve as the crisis evolves and circumstances change. The messages must be communicated as quickly as possible and regularly updated.

University Spokespeople

The chief spokesperson in the event of a crisis will be a senior leader of the university, most likely the President, as well as the Director of University Communications/Public Information Officer.

- In most situations, the Director of University Communications/Public Information Officer will act as the chief spokesperson and will be the point person for news media communications during a crisis. He/she will organize and run press briefings and handle general media questions. Depending on the nature of the crisis, the person possessing the direct knowledge of the crisis (for example: The chief of police in the event of a campus crime) can also be designated as spokesperson.
- In the time of a significant crisis, it is critical for a high-ranking leader of the university such as the President to become the face of the university and to take the lead in communicating key messages. Only a high-ranking leader such as the President can convey that a situation is under control, provide a sense of calm and set an example for the entire campus.
- The release of information and comments to the news media and the public should be limited to the designated spokespersons. All other staff should be professional and helpful to the news media by connecting them with the spokespersons, but should refrain from speaking to and providing any information. As the crisis evolves, it is likely that secondary spokespersons will need to be appointed.

Media Relations

Often the only information the public receives about an emergency is through the news media; therefore, media relations is an essential component of any crisis plan. Timing is critical. *Responses to a crisis must be issued as soon as possible and along as many communications channels as possible.* Remember that the news media is borderless and operates 24 hours a day, 7 days a week.

The CCT will develop appropriate statements and other communications for the news media. The Team will also arrange and lead news conferences and media briefings. Keeping the news media informed gives the university a certain amount of control over the message. The media's job is to report the latest information available. If reporters don't get that information directly from the organization in crisis, they will look elsewhere and be more likely to report inaccurate facts and even rumors. The location of news conferences and briefings may largely depend on the location and nature of the crisis. One location could be the Board of Trustees Meeting Room in Tod Hall. Ideally, however, the location should be away from the crisis, the Emergency Operations Center and the University's administrative offices. Other suitable locations could be the Chestnut Room or Ohio Room in Kilcawley Center or in larger areas in either Beeghly Center or Stambaugh Stadium.

Communications Tools

Effective university crisis communications programs employ multiple and layered methods of communication with its constituencies, including students, employees, parents, alumni, trustees and community members. In the event of a crisis, the Crisis Communications Team can deploy one or all of these communications vehicles:

- **Penguin Alert** allows the university to notify students and employees via text message and email. (Responsibility: YSU Police and Office of Marketing and Communications)
- **Campus-wide mass communications and alarm system** broadcasts emergency voice notifications targeted to specific buildings via loudspeaker. (Responsibility: YSU Police)
- **YSU homepage**, www.ysu.edu. (Responsibility: Office of Marketing and Communications)
- **Emergency Information Line (330-941-2222)** will include updated information. (Responsibility: Office of Marketing and Communications)
- **Campus Marquees**. (Responsibility: Office of Marketing and Communications)
- **Social media**. Regular updates will be posted on the [YSU Facebook](https://www.facebook.com/youngstownstate) (www.facebook.com/youngstownstate), [Twitter](https://twitter.com/youngstownstate) (twitter.com/youngstownstate) and other social media venues. (Responsibility: Office of Marketing and Communications) (See Appendix 3, "Crisis Communications Best Practices for YSU Social Media")
- **WYSU-FM**. WYSU 88.5 (Ashtabula 90.1, New Wilmington 97.5) is the official radio source regarding information about university operations. In addition, WYSU can provide information on its website, www.wysu.org. WYSU has an extensive Disaster Response and Recovery Plan that includes a backup generator and a backup transmitter and studio at Stambaugh Stadium. With these capabilities, WYSU could be a 24/7, real time, interactive critical source of information to the campus and the community in the event of a crisis.
- **News media**. The university has a detailed news media call list that would be activated in the event of an emergency. (Responsibility: Office of Marketing and communications)

The offices/departments listed as responsible for each of these communications vehicles are responsible for developing individual implementation plans for each of the vehicles.

Awareness, Training and Assessment

It is imperative that all members of the CCT, Tod Hall Leaders and others on campus are familiar with the details of this plan prior to a campus crisis. The team should also undergo regular training, including running simulations in the actual use of the plan's procedures and principles, and the training of spokespeople in communicating with the media during crisis moments. Routine simulation training should be provided.

Finally, the CCT should meet at least once after the emergency situation has subsided to assess the university's handling of the situation and to make future recommendations to streamline and improve its procedures and communications tools.

The Crisis Communications Plan was initially developed in December 2007 as recommendations to the President and President's Cabinet. The Plan was developed by a Crisis Communications Planning Group, chaired by the Vice President of University Advancement. The Office of Marketing and Communications modified the Plan in October 2008. The plan was revamped in June 2011, updated again in March and September 2012, in January 2016, in April 2017 and again in November 2017. This version was updated April 2018.

Appendix 1 - EMERGENCY NOTIFICATION

Notification to the YSU community about an Immediate Threat

YSU will immediately notify the campus community upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus. Examples of significant emergencies or dangerous situations are: active shooter, fire, outbreak of a serious illness, approaching extreme weather condition (i.e. tornado), earthquake, gas leak, terrorist incident, armed intruder, bomb threat, civil unrest or rioting, explosion, nearby chemical or hazardous waste spill.

In the event of a potential emergency or dangerous situation that poses an immediate threat to the health or safety of some or all members of the YSU community, YSUPD and/or the Office of Marketing and Communications will immediately notify the campus community of the situation. YSUPD and/or M&C will, without delay and taking into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the judgment of the first responders (including, but not limited to YSUPD, Youngstown Police Department, Youngstown Fire and Emergency Medical Services), compromise the efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.

YSUPD and/or M&C will use some or all of the systems described below to communicate the threat to the YSU community or to the appropriate segment of the community, if the threat is limited to a particular building or segment of the population. The entire campus community will be notified when there is at least the potential that a very large segment of the community will be affected by a situation, or when a situation threatens the operation of the campus as a whole. The situation will be continually assessed to determine if additional segments of the campus should be notified.

Some or all of the following notification methods will be used:

- Penguin Alert emergency text messages and emails (sign up for this service at <http://alert.ysu.edu/>).
- YSU campus-wide mass communications and alarm voice broadcast system.
- YSU homepage (www.ysu.edu).
- Campus Announcements channel of the MyYSU portal.
- YSU Emergency Information Line (330-941-2222).
- University [Facebook](https://www.facebook.com/youngstownstate) (www.facebook.com/youngstownstate) and [Twitter](https://twitter.com/youngstownstate) (twitter.com/youngstownstate) pages.
- WYSU 88.5 FM, the official radio source of YSU.

Members of the larger community outside campus will receive information about a campus emergency via many of the same methods listed above. In addition, the University will disseminate information via local news media (TV, radio and newspaper).

Those responsible for carrying out the actions above include:

- Confirmation of an emergency: YSUPD.
- Content of message/segment of campus to be notified: YSUPD and/or Office of Marketing and Communications.

- **Initiation of the notification system: YSU PD and/or Office of Marketing and Communications.**

Appendix 2 - TIMELY WARNINGS

Issuing Timely Warnings

YSU will issue a Timely Warning to the campus community in the event of crimes (i.e. murder and non-negligent manslaughter, negligent manslaughter, sex offenses, robbery, aggravated assault, burglary, motor vehicle theft and arson) and other situations that, in the judgment of the Chief of the YSU Police Department (YSUPD) or his/her designee, constitutes a serious or continuing threat to students or employees. In determining if a Timely Warning should be issued, the Police Chief will consider the nature of the crime, the continuing danger to the campus community, and the possible risk of compromising law enforcement efforts.

Timely Warnings will be distributed by one or all of the following methods:

- Posted as a Campus Crime Alert on the [YSUPD website \(www.ysu.edu/police\)](http://www.ysu.edu/police) and/or YSUPD [Twitter \(twitter.com/YSUPolice\)](https://twitter.com/YSUPolice) account.
- Sent via e-mail and/or text message to subscribers of Penguin Alert. (To subscribe, visit <http://alert.ysu.edu/>)
- Posted on the Campus Announcements channel of the MyYSU portal.
- Posted on Crime Prevention Bulletin Boards in buildings across campus.

The Timely warnings will provide the following information if possible:

- The date the alert was issued.
- A succinct statement of the incident.
- Physical description of the suspects.
- Other relevant and important information.

Timely Warnings will be issued for circumstances that occur on campus, on public property within or immediately adjacent to the campus, and in or on non-campus buildings or property that YSU owns or controls.

Anyone with information warranting a Timely Warning should report the circumstances to the YSUPD at 330-941-3527.

Appendix 3 - Best Practices for Social Media

If you are aware of an emergency situation on campus, contact the YSU Police first (330-941-3527), and then the Marketing and Communications office (330-941- 3519).

Do not post about the situation on social media until official messaging is released from the university.

During an emergency situation on campus, official posts regarding the crisis will come from three accounts:

1. Youngstown State University [Facebook page \(www.facebook.com/youngstownstate\)](http://www.facebook.com/youngstownstate)
 2. Youngstown State University [Twitter account \(www.twitter.com/youngstownstate](http://www.twitter.com/youngstownstate) or [@youngstownstate](https://twitter.com/youngstownstate))
 3. YSU Police [Twitter account \(www.twitter.com/ysupolice](http://www.twitter.com/ysupolice) or [@ysupolice](https://twitter.com/ysupolice))
- If you control an official social media page of the university, look for these posts and update your own page(s) by directing your followers to any of these four accounts. ***Do not try to craft your own message or retype the message on your own.***

In addition, during an emergency on campus, be sure to:

- Check to make sure that no content is scheduled to be posted on your YSU social media accounts until the end of the emergency. If content is scheduled, delete it.
- Refrain from posting to your YSU social media sites after directing people to the official messaging/posts.
- Refrain from engaging with followers during this time so that timelines do not get cluttered. This gives important updates more of a chance of being seen.
- If you receive private messages on your YSU accounts, reply by referring the individual to the main university sites or the YSU Police sites for information.

Appendix 4 – Glossary of Terms

Shelter in Place – Shelter in Place is a directive to seek immediate shelter indoors following the announcement of an emergency condition. The act of sheltering in an area inside a building offers occupants an elevated level of protection. Sheltering can be related to a variety of situations: severe weather emergencies, hazardous condition, chemical release, or criminal activity.

In some instances, it is safer to shelter in place than to evacuate a building, e.g., smoke or fire is immediately outside your room; live electrical wires bar access to the exit; individuals with mobility disabilities are on upper or lower floors.

Shelter in Place can occur without a Lockdown.

Lockdown – The directive LOCKDOWN is used to stop access and/or outlet as appropriate, to all or a portion of the buildings on campus. Unless otherwise directed, consider that all buildings will initiate lockdown procedures.

Weather Warning – A warning is issued when a hazardous weather event is occurring, is imminent or has a very high probability of occurring. A warning is used for conditions posing a threat to life or property.

Weather Watch – A watch is used when the risk of a hazardous weather event has increased significantly, but its occurrence, location, and/or timing is still uncertain. It is intended to provide enough lead time so that those who need to set their plans in motion can do so.

Appendix 5 – Glossary of Terms

These are pre-approved messages that can be used in case of an emergency.

Bomb Threat -

Text Messages: *Threat Specific:*

Specified building: *A bomb threat has been received for BUILDING. Evacuate immediately to LOCATION until further notice. If safe to do so inform others.*

Non-specified building: *A bomb threat was received for the Campus. Evacuate immediately to LOCATION until further notice. If safe to do so inform others.*

Threat Non-specific:

Specified building: *A threat has been received for BUILDING. Evacuate immediately to LOCATION until further notice. If safe to do so inform others.*

Non-specified building: *A threat has been received for the Campus. Evacuate immediately to LOCATION until further notice. If safe to do so inform others.*

Email: *Threat Specific:*

Specified building:

Subject: Emergency Situation - Evacuation

Text: Youngstown State University has received a bomb threat for BUILDING. An immediate evacuation of BUILDING to LOCATION has been ordered. More information will be provided as it becomes available. If safe to do so, please inform others of this message.

Non-specified building:

Subject: Emergency Situation - Evacuation

Text: Youngstown State University has received a bomb threat for the YSU Campus. An immediate evacuation of all campus buildings has been ordered. Please evacuate to LOCATION. More information will be provided as it becomes available. If safe to do so, please inform others of this message.

Threat Non-specific:

Specified building:

Subject: Emergency Situation - Evacuation

Text: Youngstown State University has received a general threat for BUILDING. An immediate evacuation of BUILDING has been ordered to LOCATION. More information will be provided as it becomes available. If safe to do so, please inform others of this message.

Non-specified building:

Subject: Emergency Situation - Evacuation

Text: Youngstown State University has received a general threat for the YSU Campus. An immediate evacuation of all campus buildings has been ordered. Please evacuate to LOCATION. More information will be provided as it becomes available. If safe to do so, please inform others of this message.

Website: *Threat Specific:*

Specified building:

Text: Youngstown State University has received a bomb threat for BUILDING. An immediate evacuation of BUILDING has been ordered until further notice. The proper authorities have been notified. Additional information will be provided on this website as it becomes available.

Non-specified building:

Text: Youngstown State University has received a bomb threat for the YSU Campus. An immediate evacuation of all Campus buildings has been ordered until further notice. The proper authorities have been notified. Additional information will be provided on this website as it becomes available.

Threat Non-specific:

Specified building:

Text: Youngstown State University has received a threat for BUILDING. An immediate evacuation of BUILDING has been ordered until further notice. The proper authorities have been notified. Additional information will be provided on this website as it becomes available.

Non-specified building:

Text: Youngstown State University has received a general threat for the YSU Campus. An immediate evacuation of all Campus buildings has been ordered until further notice. The proper authorities have been notified. Additional information will be provided on this website as it becomes available.

Media Follow-Up: Specified building:

At 00:00 today, Youngstown State University received a general bomb threat for BUILDING. An immediate evacuation of BUILDING has been conducted and will remain closed until it has been deemed safe. The proper authorities have been notified.

YSU takes threats like these very seriously and will work with authorities to prosecute the individual(s) involved to the fullest extent of the law.

Non-specified building:

At 00:00 today, Youngstown State University received a general bomb threat for the Campus. Since no individual building was specified, an immediate evacuation of all campus buildings has been conducted. All buildings will remain closed until they have been deemed safe. The proper authorities have been notified.

YSU takes threats like these very seriously and will work with authorities to prosecute the individual(s) involved to the fullest extent of the law.

Active Shooter/Armed Assailant -

Text Messages:

Active shooter at BUILDING/LOCATION. Leave area if safe to do so or secure your location.

Stay in secure area until all-clear is sounded.

Email:

Subject: Emergency Situation - Active Shooter

Text: An active shooter has been reported at BUILDING/LOCATION. Leave the area if it is safe to do so. If not, secure the room you are in by locking and/or barricading the door using any available object(s) (chairs, tables, desks, etc.). If you cannot secure the room, determine if there is a nearby location that you are able to reach safely and then secure or, if you can, safely exit the building. Stay in secure area until all-clear is sounded by the police.

Website:

Text: An active shooter has been reported at BUILDING/LOCATION. Individuals have been instructed to leave the area if it is safe to do so or if not to secure the room they are in by locking and/or barricading the door. The proper authorities have been notified. Additional information will be provided on this website as it becomes available.

Generic/Unknown Event -

Text Messages: *Emergency on campus ACTION.*

Email: ***Subject:*** Emergency Situation

Text: There is an emergency on campus in the vicinity of LOCATION, ACTION until further notice.

Website:

Text: An emergency has been reported on campus in the vicinity of LOCATION. We are asking everyone to ACTION until further not

YSUF Gift Processing Summary - Jan., 2018 - Mar., 2018 Vs. Jan., 2017 - Mar., 2017

	<u>Total Jan., 2018 - Mar., 2018</u>	<u>Total Jan., 2017 - Mar., 2017</u>	<u>Difference 2018/2017</u>
Development (New Gifts and New Pledges):			
YSU	\$412,019.03	\$1,317,178.03	-\$905,159.00
YSUF	\$933,365.45	\$503,718.26	\$429,647.19
Total Development (New Gifts and New Pledges)	\$1,345,384.48	\$1,820,896.29	-\$475,511.81
Planned Giving/Charitable Gift Annuities	\$25,000.00	\$70,000.00	-\$45,000.00
Pledge Payments (For Pledges Currently or Previously Included as Development):			
YSU	\$187,891.76	\$457,833.84	-\$269,942.08
YSUF	\$395,237.01	\$386,351.07	\$8,885.94
Total Pledge Payments	\$583,128.77	\$844,184.91	-\$261,056.14
Non-Gift Clearing - YSU	\$1,200.00	\$530.00	\$670.00
Non-Gift Clearing - YSUF	\$0.00	\$0.00	\$0.00
Number of Outright Gifts	753	933	-180
Number of Pledges	24	29	-5
Number of Payments	310	162	148
Number of Planned Gifts/Charitable Gift Annuities	1	2	-1
Non-Gift Clearing	1	2	-1