

December 7, 2023

The Board of Trustees of Miami University and associated Committees will hold meetings on December 13, 14, and 15, 2023, as follows:

The Investment Subcommittee, Wednesday, December 13, Roudebush 104, beginning at 3:00 p.m.

Academic and Student Affairs Committee, Thursday, December 14, 2023, Marcum 180's, beginning at 9:00 a.m.

Finance and Audit Committee, Thursday, December 14, 2023, Marcum 180's, beginning at 1:00 p.m.

Meeting of the Full Board of Trustees, Friday, December 15, 2023, Marcum 180's, beginning at 9:00 a.m.



T. O. Pickerill II
Secretary to the Board of Trustees

**Miami University Board of Trustees
Marcum Conference Center, Oxford Campus
9:00 a.m. Friday, December 15, 2023**

Call the Meeting to Order and Roll Call – Chair Mary Schell

Public Study Session

Comments from the Public (if requested).

Public Business Session

[Approval of the Prior Meeting Minutes](#)

Consent Calendar

- [Emerita and Emeriti](#)

- [Campus Naming](#)

- [Honorary Degree](#)

Comments by the Chair, Trustee Mary Schell

Reports

- [Senate Report](#) - Chair of the University Senate Executive Committee, Tracy Haynes

- Student Body President, Nyah Smith

- Miami President, Dr. Greg Crawford

Committee Presentations and Resolutions

- Academic and Student Affairs, Trustee John Pascoe

- [Annual Remediation Report to the State](#)

- [New Degree Masters in Chemical Engineering](#)

- [New Degree Masters in Biomedical Engineering](#)

- Finance and Audit, National Trustee Mark Sullivan

Resolutions and Ordinances

- [Revised Appropriation Ordinance](#)

- [Capital Plan](#)

- [BCRTA Lease](#)

- [Annual Efficiency Report to the State](#)

- [Non Endowment Investment Policy](#)

Student Trustee Reports

Other Business

- Election of Officers for Calendar Year 2024

Executive Session

Consult with Counsel

Purchase or Sale of Property

Personnel Matters, Appointment of Public Officials

Pending Litigation

Matters Required to be Kept Confidential – Trade Secrets

Preparing for Negotiations with Public Employees

Return to Public Session

Other Business, as required

Adjourn

Written Reports and Other Material

[Draft Miami 2040 Climate Action Plan](#)

[OIDI Update](#)

[Advancement Update](#)

[Annual IT Security Report](#)

**Miami University Board of Trustees
Special Meeting
200 Civic Center Drive, Columbus, Ohio, 43215
Room 13002
Enter through the 12th floor offices of BakerHostetler
4:00 p.m., Wednesday, October 11, 2023
The meeting was also streamed via a public Zoom link**

The Secretary to the Board of Trustees confirms that as specified in the Regulations of the Board of Trustees of Miami University, in compliance with Section 121.22 of the Ohio Revised Code, due notice was given prior to holding this meeting of the Board of Trustees.

The meeting was called to order at 4:00 p.m. with Chair Mary Schell presiding. Roll was called with a majority of Trustees present, constituting a quorum. Trustees Ryan Burgess, Beth McNellie, and Chair Mary Schell attended in person. Trustee Feldman joined the meeting after the call of roll. In addition to the Trustees, members of the President's Executive Cabinet attending for all or part of the meeting were President Greg Crawford; Provost Liz Mullenix; Senior Vice Presidents Jayne Brownell and David Creamer; Vice Presidents Ande Durojaiye, Jessica Rivinius, Amy Shoemaker, Brent Shock, and Randi Thomas; and Ted Pickerill, Chief of Staff, and Secretary to the Board of Trustees.

Roll call of Trustees:

Present:	Steve Anderson (Remote)	Zachary Haines (Remote)
	Biff Bowman (National-Remote)	Beth McNellie (In Person)
	Ryan Burgess (In Person)	John Pascoe (Remote)
	Sandra D. Collins (Remote)	Mary Schell (In Person)
	Deborah Feldman (Joined after roll-Remote)	Mark Sullivan (National-Remote)

National Trustees are non-voting and are not considered for quorum purposes or attendance requirements.

Absent: Trustee Rod Robinson, National Trustees Dinesh Paliwal and Jeff Pegues, and Student Trustees Jack Fazio and Nick McNeil

Public Business Session

Executive Session

Trustee Burgess moved, Trustee McNellie seconded, and by unanimous roll call vote, with eight voting in favor and none opposed, the Board convened to Executive Session for matters required to be kept confidential - trade secrets, and for the purchase or sale of property – real estate; as provided by the Open Meetings Act, Ohio Revised Code Section 121.22.

Return to Public Session

Other Business

The Board returned to public session, no additional items were considered.

Adjournment of Meeting

With no other business to come before the Board, Trustee Burgess moved, Trustee McNellie seconded, and by unanimous voice vote, with all voting in favor and none opposed, the Board adjourned at 6:00 p.m.



T. O. Pickerill II
Secretary to the Board of Trustees

**Miami University Board of Trustees
Board Retreat
Renaissance Columbus Downtown Hotel
50 North Third Street
Columbus, Ohio
10:00 a.m. Thursday, September 28, 2023
8:00 a.m. Friday, September 29, 2023**

Thursday, September 28, 2023

The Secretary to the Board of Trustees confirms that as specified in the Regulations of the Board of Trustees of Miami University, in compliance with Section 121.22 of the Ohio Revised Code, due notice was given prior to holding this meeting of the Board of Trustees.

The meeting was called to order at 10:00 a.m. with Chair Mary Schell presiding. Roll was called with a majority of Trustees present, constituting a quorum. In addition to the Trustees, members of the President’s Executive Cabinet attending for all or part of the meeting were President Greg Crawford; Provost Liz Mullenix; Senior Vice Presidents Jayne Brownell and David Creamer; Vice Presidents Cristina Alcalde, Brad Bundy, Ande Durojaiye, Sue McDowell, Jessica Rivinius, David Seidl, Amy Shoemaker, Brent Shock, and Randi Thomas; Director of Athletics David Sayler; Associate Vice President for Equity and Equal Opportunity Kenya Ash; Director of Executive Communications Ashlea Jones; Executive Assistant to the President Dawn Tsirelis; and Ted Pickerill, Chief of Staff, and Secretary to the Board of Trustees.

Roll call of Trustees:

Present:	Steve Anderson	Beth McNellie
	Biff Bowman (National Trustee)	John Pascoe
	Ryan Burgess	Rod Robinson
	Sandra D. Collins	Mary Schell
	Deborah Feldman	Mark Sullivan (National Trustee)
	Zachary Haines	

Absent: National Trustees Dinesh Paliwal and Jeff Pegues, and Student Trustees Jack Fazio and Nick McNeil

Comments from the Public

There were no requests from the public to address the Board of Trustees.

Public Business Session

Approval of Prior Meeting Minutes

Trustee Feldman moved, Trustee Pascoe seconded, and by voice vote, the minutes of the prior meeting of the Board of Trustees were unanimously approved, with all voting in favor and none opposed.

Consent Calendar

Resolutions on the Consent Calendar, included:

- Campus Naming
- Emerita/Emeriti
- Conferral of Degrees
- Allocation of Unrestricted Funds

Trustee Haines moved, Trustee Anderson seconded, and by voice vote the items on the Consent Calendar were unanimously approved, with all voting in favor and none opposed.

Resolutions

Remote Attendance at Special and Emergency Meetings of the Board of Trustees

Secretary to the Board of Trustees Ted Pickerill spoke in support of the resolution which conforms to ORC 3345.82, and allows remote attendance by Trustees at Special and Emergency meetings of the Board. Trustee Haines then moved, Trustee Burgess seconded, and by voice vote the resolution was unanimously approved, with all voting in favor and none opposed.

Transcript Release Policy

Vice President for Enrollment Management and Student Success Brent Shock spoke in support of the resolution explaining the policy and that ORC 3345.27 requires each Ohio public university to formally consider and adopt a resolution regarding the practice of withholding an academic transcript by no later than December 1, 2023. Trustee Burgess then moved, Trustee McNellie seconded, and by voice vote the resolution was unanimously approved, with all voting in favor and none opposed.

Chair's Comments

Appointment of the Nominating Committee

According to the Board of Trustees Regulations, the Chair of the Board is directed to appoint a nominating committee at the September Board meeting for the purpose of nominating a slate of officers for the next year's Board. The nominating committee is charged with presenting their recommendations to the Board at the December meeting. At the December meeting, the Board will vote on the nominations, and the new officers will take office on January first.

Chair Schell announced that this year's nominating committee will include Trustee Robinson, Trustee Feldman and Trustee Bowman, with Trustee Collins as an alternate. Trustee Robinson will serve as Chair, and the committee's recommendations are to be presented to the Board at the December meeting.

Review of the Board Regulations

Chair Schell stated it is good practice to periodically review an organization's regulations, and it has been nearly four years - a period marked by significant and dynamic change - since the last review of the Board Regulations. So, she asked Trustee McNellie to conduct a review and to report back to the Board at the February meeting with any proposed changes or adjustments.

Executive Session

Trustee Haines moved, Trustee Pascoe seconded, and by unanimous roll call vote, with nine voting in favor and none opposed, the Board convened to Executive Session to consult with counsel, review pending litigation, for matters required to be kept confidential - trade secrets, for preparations for negotiations with public employees, and for the purchase or sale of property – real estate; as provided by the Open Meetings Act, Ohio Revised Code Section 121.22.

Return to Public Session

Other Business

Susan Willeke from the Office of the Ohio Ethics Commission led an annual ethics training session for the Board of Trustees and the others present.

Executive Session

Trustee Pascoe moved, Trustee Burgess seconded, and by unanimous roll call vote, with nine voting in favor and none opposed, the Board convened to Executive Session to consult with counsel, for matters required to be kept confidential - trade secrets, for preparations for negotiations with public employees, and for the purchase or sale of property – real estate; as provided by the Open Meetings Act, Ohio Revised Code Section 121.22.

Return to Public Session

Other Business

Resolutions

Ratification of Senate Committees Suspension

Vice President and General Counsel Amy Shoemaker spoke in support of the resolution which ratifies the actions taken by Provost Mullenix as reflected in the Provost's August 11, 2023 communications, and further ratifies the suspension of continued activities of the Faculty Welfare Committee, Benefits Committee, and the All-Faculty Committee for the Evaluation of Administrators during the pendency of the negotiations, or until such time as the Board deems appropriate in its discretion. Trustee Anderson then moved, Trustee Pascoe seconded, and by voice vote the resolution was unanimously approved, with all voting in favor and none opposed.

Adjournment of Meeting

With no other business to come before the Board, Trustee Pascoe moved, Trustee McNellie seconded, and by unanimous voice vote, with all voting in favor and none opposed, the Board adjourned at 4:00 p.m.

Friday, September 29, 2023

The Secretary to the Board of Trustees confirms that as specified in the Regulations of the Board of Trustees of Miami University, in compliance with Section 121.22 of the Ohio Revised Code, due notice was given prior to holding this meeting of the Board of Trustees.

The meeting was called to order at 8:00 a.m. with Chair Mary Schell presiding. Roll was called with a majority of Trustees present, constituting a quorum. In addition to the Trustees, members of the President's Executive Cabinet attending for all or part of the meeting were President Greg Crawford; Provost Liz Mullenix; Senior Vice Presidents Jayne Brownell and David Creamer; Vice Presidents Amy Shoemaker, and Brent Shock; and Ted Pickerill, Chief of Staff, and Secretary to the Board of Trustees.

Roll call of Trustees:

Present:	Steve Anderson	Beth McNellie
	Biff Bowman (National Trustee)	John Pascoe
	Ryan Burgess	Rod Robinson
	Sandra D. Collins	Mary Schell
	Deborah Feldman	Mark Sullivan (National Trustee)
	Zachary Haines	
Absent:	National Trustees Dinesh Paliwal and Jeff Pegues, and Student Trustees Jack Fazio and Nick McNeil	

Comments from the Public

There were no requests from the public to address the Board of Trustees.

Public Business Session

Executive Session

Trustee Pascoe moved, Trustee Burgess seconded, and by unanimous roll call vote, with nine voting in favor and none opposed, the Board convened to Executive Session to consult with counsel, for matters required to be kept confidential - trade secrets, for preparations for negotiations with public employees, for the purchase or sale of property – real estate, and personnel matters – the evaluation and compensation of public employees; as provided by the Open Meetings Act, Ohio Revised Code Section 121.22.

Return to Public Session

Other Business

Compensation of President Gregory Crawford

A resolution was proposed to increase the Academic Year (AY) 2024 salary for President Gregory Crawford by \$4,000, to \$555,665 (retroactive to July 1, 2023); and, to award an annual bonus payment of \$75,000 to President Gregory Crawford, payable per the employment agreement and terms of the Special Qualified Retirement Plan (SQRP).

Compensation of Dr. Renate Crawford

A resolution was proposed to increase the Academic Year (AY) 2023 salary for University Ambassador, Dr. Renate Crawford by 2% to \$54,100 (retroactive to July 1, 2023).

It was proposed that the resolutions be considered in a single vote; hearing no objections Trustee Robinson moved, Trustee Haines seconded and by unanimous voice vote, with all voting in favor and none opposed, the two resolutions were approved.

Adjournment of Meeting

With no other business to come before the Board, Trustee Haines then moved, Trustee Pascoe seconded, and by unanimous voice vote, with all voting in favor and none opposed, the Board, adjourned at 3:00 p.m.

Written Reports

- Update from Student Trustee Fazio
- Update from Student Trustee McNeil
- Campus Safety Report
- Occupancy Report
- OIDI Newsletter
- Senate Update
- University Dashboards
- Internal Audit Report
- FY2023 Financial Highlights
- FY2023 Operating Results



T. O. Pickerill II
Secretary to the Board of Trustees

December 15, 2023
Consent Calendar

RESOLUTION R2024-xx

BE IT RESOLVED, that the Board of Trustees hereby approves the following for the rank of Professor Emerita effective on the formal date of retirement:

Suzanne Stricklin
Nursing

BE IT FURTHER RESOLVED, that the Board of Trustees hereby approves the following for the rank of Professor Emeritus effective on the formal date of retirement:

Michael McCarthy
Marketing

Donald Norris
Marketing

Mark Weslowski
Management

BE IT FURTHER RESOLVED, that the Board of Trustees hereby approves the following for the rank of Administrator Emerita effective on the formal date of retirement:

Elizabeth Lokon
Scripps Gerontology Center

Jayne E. Whitehead, J.D.
Assistant Vice President Development/Gift Planning

BE IT FURTHER RESOLVED, that the Board of Trustees hereby approves the following for the rank of Administrator Emeritus effective on the formal date of retirement:

Michael Mattingly
University Art Director

December 15, 2023
Consent Calendar

RESOLUTION R2024-xx

BE IT RESOLVED: that the Board of Trustees hereby approves the following naming recommendations of the Committee for Naming Campus Facilities:

Gail Monroe Hussey '61 Art Studio
Located in the Art Building

December 15, 2023
Consent Calendar

RESOLUTION R2024-xx

BE IT RESOLVED; that the Board of Trustees hereby approves the awarding of an honorary degree of Doctor of Humane Letters (L.H.D.) to:

Carolyn Condit

To: Miami University Board of Trustees
From: Tracy Haynes, Senate Executive Committee Co-Chair
Date: December 4, 2023

University Senate Report:

1. The University Senate voted to approve a policy for *Establishment of Centers and Institutes* presented by Associate Provost for Strategic Initiatives, Carolyn Haynes, at the Senate meeting on September 11. This policy aligns with the current practice and accreditation expectations of the Higher Learning Commission. The Senate also voted to approve changes to the policy for *Management of Conflicts of interest in Projects with External Funding* presented by Sue McDowell, VP Research and Innovation at our November 6 meeting. These changes were necessary to be in compliance with the NIH guidelines. Lastly, Senate voted to approve revisions to the *Internship Policy (Undergraduate)* presented by Carolyn Haynes at our meeting on November 6. These revisions more clearly defined roles for the student, Miami supervisor, and the Internship sponsor as well as a process for students with undeclared majors to pursue an internship without an advisor in a specific major and a clarification of the zero-credit option for students completing an internship during the summer.
2. The Senate voted to approve two new Master of Engineering Programs in Biomedical Engineering and Chemical Engineering. Currently, these are combined into one research-based degree with a non-thesis option. Splitting into two distinct non-thesis degrees with recognizable titles will increase student recruitment efforts and increase the number of fee-paying students.
3. The membership for an Ad Hoc Senate Committee for Midterm Grade Reporting was confirmed on November 2. The membership includes: Amy Bergerson, Associate Provost and Dean for Undergraduate Education and Amanda Euen, Registrar, Co-Chairs; Lewis Magruder, CCA; Lea Minitti, Assistant Dean from EHS for the Student Success Committee representative; Donna Evans, Regionals faculty; Carol Fabby; CAS (elected Senator); Andrew Hebard, CAS (elected Senator); Katherine Allison, ASG; Vivian Chen, FSB; David Hartup, CEC, Ted Peters, Assistant Dean from CAS, and Chanelle White, Assistant Dean from FSB. The formation of the committee was approved by Senate on April 10, 2023 (SR 23-16) in response to questions raised on the Senate floor about the timing and information included in the current midterm reporting during a discussion led by Amy Bergerson last April. As stated in the resolution, the committee's charge is to examine the University's approach to attendance, early alerts, mid-term progress reports and other student success related policies and bring back to the Senate information regarding best practices and recommendations for future efforts to support students' academic progress. The Ad Hoc Committee will also examine the current attendance policy.

4. I represent Miami University on The Ohio Faculty Council (OFC) which consist of Senate leaders from the 14, four-year Ohio universities and colleges. The OFC meets monthly via zoom. However, in September, OFC met in person with the Ohio Faculty Senate (consisting of Senate leaders from two-year and technical colleges) for a special Workshop on Mental Health. Invited speakers lead discussions about the challenges faced by the steadily increasing number of students attending our universities with mental health issues especially anxiety and depression. In October, OFC discussed the value of higher education, the increase in online courses/degrees, and the value of CCP courses for high school students with the Chancellor of Higher Education, Randy Gardner, and Senator Catherine Ingram, member of the Ohio Senate Committee on Workforce and Higher Education. The November meeting discussed the 11th version of SB83 which eliminates the no strike provision and allows institutions rather than the chancellor to develop the American Government/History course. It still contains language about controversial beliefs or policies (climate change, politics, diversity, etc); bargaining cannot occur over retrenchment; post-tenure reviews; annual faculty evals with weighted parameters; and detailed syllabi and instructor information still accessible and searchable on university websites. Also at this meeting, the guidelines for a new award to be given by OFC for outstanding leadership was discussed. The call for this award will be going out early next semester.

5. On behalf of Senate and Senate Executive Committee, I thank you for the opportunity to provide a report of our work. I look forward to personally meeting all of you at the next meeting.



EXECUTIVE COMMITTEE of UNIVERSITY SENATE

Liz Mullenix, , Chair & Provost, University Senate
Tracy Haynes, Chair, Senate Executive Committee
Rosemary Pennington, Chair Elect, Senate Executive Committee
Tom Poetter, Past Chair, Senate Executive Committee

University Senate Website: <https://www.miamioh.edu/academicaffairs/universitysenate>

November 29, 2023

To: Board of Trustees, Academic and Student Affairs Committee

From: Tracy Haynes, Chair, Senate Executive Committee

RE: University Senate Report to Board of Trustees December 13, 2023 Meeting

Executive Committee of University Senate membership:

- Tracy Haynes (Biology), Chair
- Rosemary Pennington,(Media, Journalism, & Film), Chair Elect
- Tom Poetter, (Educational Leadership), Past Chair
- Nathan French,(CAS), At Large Member
- Nyah Smith, (Student Body President), Undergraduate
- Nelchi Prashali, graduate student
- Liz Mullenix, Chair & Provost, University Senate
- Dana Cox, (Associate Provost), Secretary of University Senate
- Tammy Patterson, (Assistant for Admin Services), Recording Secretary

The following summarizes items of University Senate Business conducted since the Executive Committee submitted a report to the Board of Trustees on May 13, 2023.

- **New Business, Special Reports and Updates delivered to University Senate:**
 - **September 11, 2023**
 - SR 24-01 Establishment of Centers & Institutes Policy Proposal, Carolyn Haynes, Senior Associate Provost
 - BaShaun Smith, Associate Vice President & Dean of Students
 - EMSS/Admissions Update, Brent Shock, Vice President, Enrollment Management and Student Success and Bethany Perkins, Assistant Vice President and Director of Admission
 - Humanities Futures Committee and Initiatives, Tim Melley, Director of the Humanities Center and Liz Mullenix, Provost & Executive Vice President
 - **September 25, 2023**
 - SR 24-02 CPB - Biomedical Engineering - Master of Engineering, Keith Hohn, Professor and Chair Department of Chemical, Paper, and Biomedical Engineering
 - SR 24-03 CPB - Chemical Engineering - Master of Engineering, Keith Hohn, Professor and Chair Department of Chemical, Paper, and Biomedical Engineering
 - LEC Miami Plan Update - Leighton Peterson, Director of Liberal Education and Associate Professor of Anthropology
 - **October 09, 2023**
 - Mental Task Force - Jayne Brownell, Vice President of Student Life and Brooke Flinders, Associate Provost of Faculty Affairs

- Process for New Majors and Sunsetting Majors - Nathan French, Associate Professor and Lead Departmental Advisor, Religion and Carolyn Haynes, Senior Associate Provost
 - Change in Voting Laws Announcement - Liz Wardle, Howe Distinguished Professor of Written Communication
 - **October 23, 2023**
 - LECMeeting Minutes_09.19.2023 - Tracy Haynes, Teaching Professor
 - SR 24-04 Management of Conflicts of Interest in Projects with External Funding Policy Update - Sue McDowell, VP Research & Innovation
 - Report from Climate Task Force - Jonathan Levy, Director, Institute for the Environment and Sustainability, and Olivia Herron, Director of Sustainability in Physical Facilities
 - **November 06, 2023**
 - SR 24-05 Proposed Revisions to Internship Policy (Undergraduate) - Carolyn Haynes, *Senior Associate Provost*
 - Studying Abroad - Cheryl Young, Associate Vice President, Global Initiatives
 - **November 20, 2023**
 - Library Programs for Retention - Jason Ezell, Head, Learning and Engagement, Nate Floyd, Student Success Librarian for Foundational Learning and Laura Birkenhauer, Student Success Librarian for Campus Engagement
- **Approved Minors, Revisions to existing degrees, name changes and University Policies received and approved on the University Senate consent calendars:**
 - **September 11, 2023**
 - Revision of an Existing Minor, ENG English Literature Minor
 - Revision of an Existing Minor, GIC Diversity, Equity and Inclusion Minor
 - Revision of an Existing Minor, SLM Sport Analytics Minor
 - Revision of an Existing Major, CAS Physician Associate Studies, Master of Medical Science
 - Revision of an Existing Major, EDL School Leadership, Master of Education
 - Revision of an Existing Major, GEO Geography and Sustainable Development, Master of Arts
 - Revision of an Existing Major, NSG Nursing, Master of Science in Nursing
 - Revision of an Existing Major, SLM Sport Communication and Media, Bachelor of Science in Sport Leadership and Management
 - **September 25, 2023**
 - Revision of an Existing Minor, GRE German Minors
 - Revision of an Existing Minor, SGE Sociology Minors
 - Revision of an Existing Major, Strategic Communication Bachelor of Arts Analytics, Master of Sport Analytics
 - Revision of an Existing Co-Major, BIO Premedical and Pre-Health Studies Co-Major
 - New Certificate, SPA Speech Pathology and Audiology Certificate
 - **October 09, 2023**
 - Revision of an Existing Major, ECO Economics, Master of Arts
 - Revision of an Existing Major, HST History, Master of Arts
 - **October 23, 2023**
 - Revision of an Existing Minor, IMS Digital Innovation Minor
 - Revision of an Existing Minor, PHL Ethics, Society, and Culture Minor
 - Revision of an Existing Minor PHL Philosophy and Law Minor
 - Revision of an Existing Major, CIT Computer and Information Technology, Associate in Applied Science
 - Revision of an Existing Major, ENT Electrical and Computer Engineering Technology, Associate in Applied Science

- Revision of an Existing Major, ENT Mechanical Engineering Technology, Associate in Applied Science
 - Revision of an Existing Major, FSW Social Work, Master of Social Work
 - Revision of an Existing Major, ISA Information Systems and Cybersecurity Management, Bachelor of Science and Business
 - Revision of an Existing Major, NSG Nursing Practice, Doctor of Nursing Practice
 - Revision of an Existing Major, SGE Organizational Leadership, Bachelor of Arts
 - New Certificate, MTH Financial Mathematics Certificate
- **November 06, 2023**
 - New Certificate, MTH Mathematical Modeling Certificate
- **November 20, 2023**
 - Revision of an Existing Minor JCS Forensic Investigation Minor
 - Revision of an Existing Major, CIT Computer Technology, Associate in Applied Science
 - Revision of an Existing Major, IMS/ESP Entrepreneurship and Emerging Technology, Master of Entrepreneurship and Emerging Technology
- **Senate Resolutions**
 - SR 24-01 Establishment of Centers & Institutes Policy Proposal, Carolyn Haynes, Senior Associate Provost **(page4)**
 - SR 24-02 CPB - Biomedical Engineering - Master of Engineering, Keith Hohn, Professor and Chair Department of Chemical, Paper, and Biomedical Engineering **(page9)**
 - SR 24-03 CPB - Chemical Engineering - Master of Engineering, Keith Hohn, Professor and Chair Department of Chemical, Paper, and Biomedical Engineering **(page10)**
 - SR 24-04 Management of Conflicts of Interest in Projects with External Funding Policy Update - Sue McDowell, VP Research & Innovation **(page11)**
 - SR 24-05 Proposed Revisions to Internship Policy (Undergraduate) - Carolyn Haynes, *Senior Associate Provost* **(page21)**

SR 24-01
Establishment of Centers & Institutes Policy (New)
September 25, 2023

BE IT HEREBY RESOLVED that University Senate approves the proposed new Establishment of Centers & Institutes Policy as it appears below:

Introduction

Centers and Institutes provide opportunities to explore interdisciplinary collaborations within Miami and often benefit from partnerships with external organizations. The work of Centers and Institutes enhances Miami's strengths and expands its research and educational horizons by drawing together faculty, scholars, staff, students as well as external audiences (e.g., community members, scholars from other institutions) for academic inquiry, problem-solving and training. All Miami Centers and Institutes advance the mission and values of the University.

Definitions

Centers are organized to conduct research and/or provide a specific educational or public service, usually focused on a specific interdisciplinary theme or topic. They may involve faculty from one or more departments and divisions, but also may include individuals from within the same department or division of the University. Because Centers are meant to be flexible units, their scope, their mission and their size vary considerably. Centers may be involved in the offering of continuing education activities related to its area(s) of interest, community outreach, service learning or clinical services. The "Center" structure may facilitate efforts of the college or university to obtain extramural funding in specific areas.

A Center serves as a formalized link between the academic and professional communities in the area(s) of focus. It is most often housed within traditional administrative structures, such as a department or a division. However, in rare cases some centers can reach across several divisions and report directly to the Office of the Provost. A "Center" is not involved in the independent offering of credit courses or degree programs.

Research centers and laboratories are specifically focused on research, while service/consultation centers are usually focused on providing an academic or public service, such as faculty development, program evaluation/assessment, connecting with community stakeholders, or tutoring.

Centers may hire and appoint staff members but not faculty. Faculty may have appointments in centers and institutes but only in addition to their appointments in academic departments.

Institutes share the center’s focus on research, provision of opportunity for interdisciplinary activity, involvement in continuing education activities, value in facilitating efforts to obtain extramural funding, advancement of diversity and equity principles, and service as a link between the academic and professional communities.

An Institute, however, is a far more formalized structure and may be equivalent to an autonomous unit within the internal structure of the college or university such as a department or division. However, it can also be housed within a division (but not a department). It may, unlike a “center,” be involved in the offering of credit-bearing courses and may offer degree programs and formal credentials. An Institute may also include a number of centers or laboratories within it, and may also be involved in community outreach or clinical services.

Institutes may hire and appoint staff members. Faculty may have appointments in institutes (with the approval of the Chair, Academic Dean and Provost) but these are typically done in addition to their appointments in academic departments.

Approval Process

New Centers and Institutes must undergo a formal approval process that includes a proposal that is approved by appropriate stakeholders.

A proposal for a new Center or Institute first requires the approval of the relevant department chair (if applicable), Dean(s) and Vice President depending on where the Center or Institute resides.

Formal approval then must be given by the Provost and Council of Academic Deans.

The director of an Institute or Center that is housed within a division is appointed by the Dean, while directors of Institutes or Centers that are at the university level are appointed by the Vice President (if applicable) and Provost.

“Named” Centers and Institutes (i.e., those that are established in the name of a person or organization and are typically based on a gift) must also be approved by the Naming Committee within Advancement, the Vice President for Advancement, the President, and University’s Board of Trustees.

A template and guidelines for proposals for new Centers and Institutes are available on the Office of the Provost website.

Additional Criteria for Centers and Institutes

1. Formal approval for a new Center or Institute is required before engaging in any marketing or publicity about the Center or Institute.
2. A Center or Institute must operate within the policies and procedures of Miami University. It is not an independent agency or autonomous administrative unit. This includes adhering to guidelines developed by University Communications

and Marketing on brand, image, and likeness and adhering to all academic personnel and human resource policies and procedures.

3. Except in the case of service & consultation Centers, the University normally will not use internal funds to operate, hire, or provide space for a Center or Institute. Whatever regular Miami personnel, spaces or funds are associated with a center simply represent the aggregation of the participants' times, spaces, and funds.
4. With Miami's endorsement, a Center or Institute may (and is expected to) apply for external funding which may be used for personnel, space, or programs of the unit.
5. Persons occupying positions funded from external sources have no guarantee of continuing employment at Miami University. Appointment letters offered to these persons will specify that the appointment carries no reappointment or tenure commitment by virtue of its association with the Center or Institute.
6. Each Center or Institute must have a director who manages the unit and is responsible for the day-to-day operation, including administrative review of expenditures and ensuring that a Miami website is created and updated regularly.
7. Faculty members associated with a Center or Institute will retain all rights and privileges of appointment in their home academic unit. All salary, promotion, and tenure considerations will be made by their home department and academic division within the regular review and evaluation process. Faculty with a joint appointment in a Center/Institute and an academic unit will hold their tenure in an academic unit. The home academic unit's annual review of faculty associated with a Center or Institute should include contributions of the faculty member to the Center or Institute. A faculty member's research, teaching, and service contributions to a Center or Institute should also be considered in their promotion and tenure decisions.
8. Classified and non-classified staff may be assigned to a Center or Institute. Any staff position supported completely or partially by soft funds (e.g., an externally-funded grant) is dependent on the availability of those funds. Each staff member must receive an annual evaluation from the Center or Institute Director or other Center or Institute supervisor.
9. Institutes are required to have an advisory board that includes internal and external membership, and Centers are strongly encouraged to have an advisory board. In order to benefit from the expertise offered by an advisory board, such boards should meet a minimum of once per year.

Evaluation Process

All Centers and Institutes must submit an annual report to the supervising administrator (Chair, Dean, Vice President, etc.) and the Office of the Provost. The report should follow the University template and include a summary of income and expenditures.

The supervising administrator (Dean, Vice President) or Provost may request a formal evaluation of the Center or Institute no more than once every five years.

Discontinuance of a Center or Institute

When faculty support for a Center or Institute no longer exists, if there is no interest among the faculty in participating in or leading the Center or Institute, or when a Center or Institute is no longer financially viable as judged by the appropriate Dean, Vice President or the Provost, the Center or Institute should be formally discontinued.

A Center or Institute may be discontinued through the review process; or the Director of the unit may propose the termination.

Requests to deactivate Centers or Institutes shall include a rationale for the deactivation of the unit, a detailed statement of the financial condition of the Center or Institute, a prospectus for fulfilling any contractual obligations of the center/institute, and a plan for phasing out the activities of the Center or Institute, including any recommendations for continuing activities of the deactivated center/institute through other organizational units of the University.

If there is a disagreement relating to the discontinuation of a Center or Institute, the Director may make a formal request to the Provost that the procedure described in Section 8.A. of the University Senate Bylaws “Guide for the Consolidation, Partition, Transfer, or Elimination of Academic Divisions, Departments, or Programs,” be implemented.

When discontinuing a Center or Institute, consideration should be given to the termination or transfer of any contractual obligations; the employment status of any employees; the transfer of any capital equipment or space, and the transfer or reassignment of any funds, including foundation accounts.

Effective Date:

August 2023

Responsible Parties:

Provost

Related Policies:

Below are similar policies from other universities:

- Indiana University: <https://policies.iu.edu/policies/rp-11-002-establishment-centers-institutes/index.html>
- Syracuse University: <https://policies.syr.edu/policies/faculty-teaching-and-research/centers-and-institutes-policy/>
- University of Cincinnati: <https://www.uc.edu/about/policy-new/centers-and-institutes.html>
- University of Virginia: <https://uvapolicy.virginia.edu/policy/prov-025>

Additional References:

Guidelines for Centers and Institutes – link to webpage on Provost’s website

SR 24-02

Master of Engineering, Biomedical Engineering

October 09, 2023

BE IT HEREBY RESOLVED that University Senate endorses the proposed program, Master of Engineering, Biomedical Engineering

AND FURTHERMORE, that the endorsement by University Senate of the proposed degree will be forwarded to the Miami University Board of Trustees for consideration.

SR 24-03

Master of Engineering – Chemical Engineering

October 09, 2023

BE IT HEREBY RESOLVED that University Senate endorses the proposed program, Master of Engineering, Chemical Engineering

AND FURTHERMORE, that the endorsement by University Senate of the proposed degree will be forwarded to the Miami University Board of Trustees for consideration.

SR 24-04

Management of Conflicts of Interest in Projects with External Funding

November 6th, 2023

BE IT HEREBY RESOLVED that University Senate approves the proposed Management of Conflicts of Interest in Project with External Funding as it appears below:

Scope: Who is Covered by this Policy?

Employees, ~~and~~ Students, ~~Miami University~~

Policy

General

Miami University requires investigators on proposals to all external agencies, public and private, to disclose to the University, via the ~~Associate Provost for~~ Vice President for Research and Innovation, prior to submittal of the proposal, any significant financial interest (including those of spouse and dependent children) that would reasonably appear to be affected by the activities proposed for funding. Such a disclosure is facilitated by a question on the University's Proposal Approval Form within the proposal submission process. Financial conflicts of interest with externally funded projects are prohibited (or subject to University review/management) when there is a Significant Financial Interest as detailed within this policy. ~~and, in the event of a possible conflict of interest, use of the University's Financial Disclosure Form.~~

Definition

“Investigator” means the project director or principal investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research which may include, for example, collaborators or consultants. For the purpose of clarity, graduate student researchers and undergraduate student researchers may qualify as an Investigator if they satisfy the elements of this definition.

“Senior Personnel” means any person (including a project director or principal investigator) who is identified by the University as senior or key personnel in a grant application, progress report, or other report submitted to the external funder.

“Significant Financial Interests” has the meaning set forth below.

Required Disclosures

Investigators must disclose to Miami University all significant financial interests. ¶¶

~~that would reasonably appear to be affected by the research or educational activities funded or proposed for funding; ¶¶~~

~~in entities whose financial interest would reasonably appear to be affected by such activities. ¶¶~~

(1) A “~~s~~Significant ~~f~~Financial ~~i~~Interest” is a financial interest consisting of one or more of the following held by the ~~interests of the~~ Investigator (or ~~and those of the~~ Investigator’s spouse and dependent children) that reasonably appears to be related to the Investigator’s ~~institutional responsibilities~~responsibilities at Miami:

(i) With regard to any publicly traded entity, a ~~s~~Significant ~~f~~Financial ~~i~~Interest exists if the ~~value of any remuneration~~ monetary amounts received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, ~~when aggregated, together,~~ exceeds \$5,000. ~~For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship);~~ ~~e~~Equity interest includes any stock, stock option, or other ownership interest; ~~as determined through reference to public prices or other reasonable measures of fair market value;~~

(ii) With regard to any non-publicly traded entity, a ~~s~~Significant ~~f~~Financial ~~i~~Interest exists if the value of any ~~monetary amounts~~ remuneration received from the entity in the twelve months preceding the disclosure ~~when aggregated,~~ exceeds \$5,000, or when the Investigator (or the Investigator’s spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest); or

(iii) ~~Intellectual property rights and interests (e.g., patents, copyrights), upon~~ Receipt of income by the Investigator (or the Investigator’s spouse or dependent children) related to ~~such rights and interests:~~ intellectual property rights and interests (e.g. patents, copyrights).

(2) Investigators also must disclose the occurrence of any reimbursed or sponsored travel related to their ~~institutional responsibilities~~responsibilities at Miami, only if the Investigator was not reimbursed or sponsored by Miami or any of the following: ~~provided, however, that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a U.S. federal, state, or local government agency, a U.S. Institution of higher education, a U.S. academic teaching hospital, a U.S. medical center, or a U.S. research institute that is affiliated with a U.S. Institution of higher education. The details of this disclosure must include, at a minimum, the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration.~~

(3) Investigators must disclose all foreign financial interests (which includes income from seminars, lectures, or teaching engagements, income from service on advisory committees or review panels, and reimbursed or sponsored travel) received from any foreign entity, including foreign Institutions of higher education or a foreign government (which includes local, provincial, or equivalent governments of another country) when such income ~~meets the threshold for disclosure (e.g., income in excess of \$5,000):~~is in excess of \$5,000.

~~means anything of monetary value, including but not limited to salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g., stocks, stock options, or other ownership interest); and intellectual property rights (e.g., patents, copyrights, and royalties). “Investigator” means the principal investigator, coprincipal investigator, and any other individual~~

~~at Miami University who is responsible for the design, conduct, or reporting of the research or educational activities funded or proposed for funding.~~

(4) Investigators are required to update these financial disclosures:

- (i) during the time in which the proposal is pending ~~and,~~
- (ii) ~~during the period of an award, on an annual basis~~ on an annual basis when awarded external funding, and
- (iii) ~~and~~ within thirty (30) days of acquiring or discovering a new Significant Financial Interest or a ~~when~~ Significant Financial Interest ~~that was not disclosed timely~~ was not timely disclosed.

Subrecipient Disclosures

The University ~~Miami University~~ is responsible for ensuring any subrecipient's compliance and reporting identified financial conflicts of interests for subrecipient Investigators to the external funder. Subrecipients of an externally funded award to Miami University must enter into a written agreement with the University to establish whether this Policy or the financial conflict of interest policy of the subrecipient's institution will control for purposes of the subrecipient's compliance with conflicts of interest regulations. ~~The University must incorporate as part of a written agreement with a subrecipient terms that establish whether the Financial Conflict of Interest policy of the awardee Institution or that of the subrecipient will apply to subrecipient Investigators and include time periods to meet disclosure and/or Financial Conflict of Interest reporting requirements.~~

Subrecipient Institutions who rely on their ~~Financial Conflict of Interest~~ policy must report identified financial conflicts of interests to ~~the awardee Institution~~ Miami in sufficient time to allow ~~the awardee Institution~~ Miami to report the ~~Financial Conflict of Interest~~ conflict of interest to the funder to meet its reporting obligations.

Subrecipient institutions that ~~must agree to~~ comply with ~~the awardee Institution's~~ Miami's policy must submit all Investigator disclosures of Significant Financial Interests to ~~the awardee~~ Miami in sufficient time to allow ~~the awardee~~ Miami to review, manage and report identified financial conflicts of interest to the funder.

Miami University is responsible for monitoring subrecipient's compliance with ~~the Financial Conflict of Interest~~ regulations, management plans, and for reporting all identified financial conflicts of interest to the funder.

Exempted From Disclosure

The term ~~Significant Financial Interest~~ does not include the following: ~~types of financial interests:~~

~~(i) Salary, royalties, or other remuneration paid by the U.S. Institution Miami to the Investigator if the Investigator is currently employed or otherwise appointed by the Institution, including intellectual property rights assigned to the Institution Miami and agreements to share in royalties related to such rights;~~

~~(ii) any ownership interest in the Institution held by the Investigator, if the Institution is a commercial or for-profit organization; Income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles;~~

~~(iii) Income from seminars, lectures, or teaching engagements sponsored by a U.S. federal, state, or local government agency, a U.S. Institution of higher education, a U.S. academic teaching hospital, a U.S. medical center, or a U.S. research institute that is affiliated with a U.S. Institution of higher education; or~~

~~(iv) Income from service on advisory committees or review panels for a U.S. federal, state, or local government agency, a U.S. Institution of higher education, a U.S. academic teaching hospital, a U.S. medical center, or a U.S. research institute that is affiliated with a U.S. Institution of higher education. Investigators need not disclose;~~

~~salary, royalties, or other remuneration from Miami University;~~

Required Training

Each Investigator, including subrecipient Investigator(s), must complete training prior to engaging in funded research (and at least once every four years). Training is also required, and immediately under the ~~designated following~~ circumstances:

~~(i) Miami's Institutional Financial Conflict of Interest policies change in a manner that affects Investigator requirements;~~

~~(ii) An Investigator is new to an Institution Miami; or~~

~~(iii) An Institution finds Miami finds that an Investigator is not in compliance with this Policy. the Institution's Financial Conflict of Interest policy or management plan.~~

- ~~1. ownership interest in a business enterprise which is an applicant under Phase I of the Small Business Innovation Research or Small Business Technology Transfer programs;~~
- ~~2. income from lectures or teaching engagements sponsored by public or nonprofit entities;~~
- ~~3. income from service on advisory committees or review panels for public or nonprofit entities;~~
- ~~4. financial interests in business enterprises or entities if the value of such interests does not exceed \$10,000, and represents more than a five percent (5%) ownership interest, for any~~

~~one enterprise or entity when aggregated for the investigator and the investigator's spouse and dependent children.¶¶~~

~~Investigators are required to update these financial disclosures during the time in which the proposal is pending and during the period of an award, on an annual basis and as new reportable significant financial interests are obtained.¶¶~~

Identification of Actual or Potential Conflicts of Interest

~~The Associate Vice President Provost for Research and Innovation or their designee will review each disclosure Financial Disclosure form that is submitted in the Proposal Approval process. In consultation with the Office of General Counsel, the Vice President for Research and Innovation Associate Provost for Research will make a determination of whether a Significant Financial Interest~~

- ~~(i) Could be affected by the funded research; or~~
- ~~(ii) Is in an entity whose financial interest could be affected by the research; or~~
- ~~(iii) Could directly and significantly affect the design, conduct, or reporting of the funded research.~~

~~a conflict of interest exists that could directly and significantly affect the design, conduct, or reporting of the proposed sponsored project. Principal Investigators may request review of this determination by the Office of General Counsel.~~

~~When an Investigator who is new to participating in the research project, failed to timely disclose, or when an existing Investigator discloses a new Significant Financial Interest, the Vice President for Research and Innovation shall within sixty (60) days review disclosures of significant financial interests; the disclosures; determine whether a financial conflict of interest exists; and, if so, implement, on at least an interim basis, a management plan that shall specify the actions that have been, and will be, taken to manage such financial conflicts of interest.¶¶~~

~~Whenever a significant financial interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed by the Vice President for Research and Innovation during an ongoing funded research project (e.g., was not timely reviewed or reported by a subrecipient), the Vice President for Research and Innovation shall within sixty (60) days review disclosures of significant financial interests, determine whether the significant financial interest is related to funded research; determine whether a financial conflict of interest exists; and if so, implement, at least on an interim basis, a management plan that specifies the actions that have been, and will be taken to manage such financial conflicts of interest going forward.¶¶~~

Actions as necessary are to be undertaken to manage financial conflicts of interest, including any financial conflicts of a subrecipient Investigator, if applicable, and Investigator compliance is to be monitored with management plans until completion of the project.

Plan for Addressing Conflicts of Interest

When an actual or potential financial conflict of interest has been determined to exist, the Investigator principal investigator(s) and the department chair will propose a plan for addressing and managing any financial conflict of interest, detailing what conditions or restrictions, if any, should be imposed by Miami the institution to manage, reduce, or eliminate the conflict of interest. Examples of conditions or restrictions that may be imposed to manage, reduce, or eliminate conflicts of interest include, but are not limited to:

1. public disclosure of Significant Financial Interests;
2. monitoring of project by independent reviewers;
3. modification of the project plan;
4. disqualification from participation in the portion of the funded project that would be affected by the Significant Financial Interests;
5. divestiture of Significant Financial Interests; or
6. severance of relationships that create actual or potential conflicts.

Such plans must be agreed to by the principal investigator Investigator, department chair, dean, Associate Provost Vice President for Research and Innovation, and Provost prior to the beginning of the funded project, using the Miami University Financial Disclosure Form.

~~If the Associate Provost for Research, in consultation with the Office of General Counsel, determines that imposing conditions or restrictions would be either ineffective or inequitable, and that the potential negative impacts that may arise from a significant financial interest are outweighed by interests of scientific progress, technology transfer, or the public health and welfare, then the University may allow the project to go forward without imposing such conditions or restrictions.~~

Enforcement Policy

Violations of this Financial Disclosure Policy will be handled by the University in accord with the policy titled “Procedures for Disciplinary Action”, which provides for sanctions where appropriate.

A retrospective review will be completed and documented within 120 days of the Institution Miami’s determination that either a financial conflict of interest exists or of noncompliance when a new or previously undisclosed Significant Financial Interest is disclosed to the University. The retrospective review shall determine whether any of the externally funded research that was conducted during the period of noncompliance with this Policy was biased in its design, conduct, or reporting. ~~significant financial interest is not disclosed timely or previously reviewed or whenever a financial conflict of interest is not identified or managed in a timely manner per the funder’s requirements.~~

In instances whereby the ~~Ensure that in any case in which the~~ externally funded research project's ~~of clinical research whose purpose is to evaluate the safety or effectiveness of a drug, medical device, or treatment has been designed, conducted, or reported by an Investigator with a financial conflict of interest that was not managed~~ or reported by the Institution as required by regulation, Miami ~~the Institution shall require any the~~ Investigator involved that has a financial conflict of interest that was not timely reported to Miami to: ~~d~~Disclose the financial conflict of interest in each public presentation of the results of the research, and to request an addendum to previously published presentations.

Notification of Funding Agency

~~Miami University will promptly notify the funding agency if it finds that it is unable to satisfactorily manage an actual or potential conflict of interest situation within a funded project.~~ Annual (i.e., ongoing) and revised financial conflict of interest reports will be submitted to the funding agency, including all required information for the Institution and for subrecipients, if applicable, as required by the regulation and as stated below as specified below:

- (i) Prior to the expenditure of funds;
- (ii) Within sixty (60) days of identification for an Investigator who is newly participating in the project;
- (iii) Within sixty (60) days for new, or newly identified, financial conflicts of interest for existing Investigators;
- (iv) At least annually, the annual report will provide the status of the financial conflict of interest and any changes to the management plan, if applicable, until the completion of the project;
- (v) After a retrospective review to update a previously submitted report, if new information is discovered following completion of the review.

The funder will be notified promptly if bias is found with the design, conduct or reporting of funded research and a mitigation report will be submitted to explain what action(s) have been or will be taken to mitigate the effects of the bias. Reporting will include at a minimum the following elements: entity name, name of the Investigator with the financial conflict of interest, nature of Significant Financial Interest, value of the Significant Financial Interest, and any additional information required by the funder/regulation.

The funder will be notified promptly if an Investigator fails to comply with ~~the Institution's financial conflict of interest~~ this Policy; a financial conflict of interest management plan; or appears to have biased in the design, conduct, or reporting of the funded research. Corrective action will be taken for noncompliance with ~~the Institution's~~ this policy or the management plan.

Records

In accord with federal regulations, Miami University will maintain records of all financial disclosures (whether or not a disclosure resulted in the Institution's determination of a financial conflict of interest) and of all actions taken to resolve actual or potential conflicts of interest until at least three (3) years after the later of the termination or completion of the grant to which they relate, or until the resolution of any civil, government, or university action involving those records, or, where applicable, from other dates specified in [45 CFR 75.361](#).

~~Public Accessibility~~ Records Request ¶

~~Miami University's financial conflict of interest policy will be publicly accessible via the University website. Information concerning identified financial conflicts of interest will be publicly accessible prior to the expenditure of funds within 5 business days of request.~~ Upon request by a member of the public for information on the financial conflicts of interest of Senior Personnel in an externally funded project, the University shall provide a written response, within five days of receipt of the request, that contains the following information regarding financial conflicts of interests for Senior Personnel:

- (i) The Senior Personnel's name;
- (ii) The Senior Personnel's role and title with respect to the research project;
- (iii) The name of the entity in which the Significant Financial Interest is held;
- (iv) The nature of the Significant Financial Interest; and
- (v) The approximate dollar value of the Significant Financial Interest (ranges are permissible) or a statement that the interest is one whose value cannot be readily determined.

Subrecipients that agree to comply with Miami's policy shall also be subject to this disclosure requirement. The University is only required to provide this information to the public when the following criteria are met: (1) a Significant Financial Interest was disclosed and is still held by the Senior Personnel; and (2) Miami has determined that the Significant Financial Interest is a financial conflict of interest.

Inquiries regarding financial conflicts of interest of Senior Personnel in an externally funded research project should be directed to the Office of Research and Innovation (or in the event of a name change, its equivalent).

Related Form(s)

Not applicable.

Additional Resources and Procedures

Not applicable.

FAQ

Not applicable.

Policy Administration

Next Review Date

7/1/2023

Responsible Officers

- Vice President for Research and Innovation
- Office of the Provost

Legal Reference

Compliance Policy

Yes

Recent Revision History

Reference ID(s)

- MUPIM 15.5
- OAC 3339-15-05

Reviewers

- Miami University Senate
- Vice President for Research and Innovation
- Office of the Provost



~~Quick Links~~

~~General~~

~~Required Disclosures~~

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SR 24-05

Internship Policy Proposal Revision

November 20th, 2023

BE IT HEREBY RESOLVED that University Senate approves the proposed new Internship Policy Proposal Revision as it appears below:

Rationale:

The current policy on internships was developed in 2019, and it represented a major step forward in Miami University’s support of internships. However, since its inception, several opportunities, issues and challenges have emerged that call for a revision to the existing policy.

Key revisions are:

1. **Revised terminology**, particularly the terms, “curricular,” “co-curricular” and “extracurricular,” which are confusing since they carry different connotations in the professional literature for experiential learning and student life;
2. **Consideration of students who are undecided in terms of major** or who may wish to pursue an internship not related to their major, or who cannot secure a faculty supervisor;
3. **Clarification of the “zero credit” option** for students who are pursuing internships in the summer (and thus do not need to pay)

Covered Parties: Undergraduate students

Defined Terms:

Internship: is a partnership between students, Miami University, and employers that formally integrates students’ academic study with work or community service experience and that:

- Is of a specified and definite duration;
- Evaluates each participating student’s performance in the internship position, both from the perspective of Miami University and the student’s internship sponsor/employer;
- May provide participating students with academic credit upon successful completion of the internship, and may provide students with compensation in the form of wages or salaries.

Internship Sponsor: The organization or corporation in which the student completes the internship.

Internship Application: System that Miami (currently Handshake) uses to process student applications for credit for internships, review details of the experience, and manage communication between student, faculty/staff supervisor, and internship sponsor/ employer.

Miami supervisor: Students completing required, program-related Internships must have a faculty member in the department granting the internship serve as the Miami supervisor. Students pursuing optional, for credit Internships are strongly encouraged to seek a faculty member to serve as the Miami supervisor. In rare situations (when the student does not have a major or a faculty member is not available), students pursuing an optional, for credit internship can request a qualified professional staff member (with at least a master's degree) to serve as the Miami supervisor.

Proposed Revisions to Internship Policy (Undergraduate)

Overview

Miami University supports and encourages internship opportunities for students. The purpose of this policy is to identify the different types and features of internships available to Miami students and to set forth the responsibilities of the student, the University, and the Internship Sponsor.

It is important to remember that Miami University awards academic credit for the learning outcomes gained through the experience, rather than for the *experience itself*. To receive academic credit the internship must be a legitimate learning experience benefitting the student with measurable learning outcomes and not just a work experience in a degree-related field. While the majority of internship sponsors will be organizations and businesses external to Miami, Miami University may sponsor internships and co-ops if the work experience advances measurable learning outcomes and the professional development of the student.

Students should complete the application for the appropriate type of internship in consultation with the faculty advisor and site supervisor. For internships that are required as part of a degree program, the faculty should also develop a Memorandum of Understanding with the internship organization.

Although internships can be paid or unpaid, research shows that paid interns are more likely to gain meaningful employment upon graduation. Students may receive credit for both paid and unpaid internships. International students wishing to pursue internships in the United States should consult the guidelines for [Curricular Practical Training](#) and Miami's [International Student & Scholar Services](#).

Minimum Eligibility Qualifications

Students must:

1. Be in good academic standing with Miami University and have maintained at least a 2.00 cumulative grade point average prior to applying for and enrolling in an internship. Individual departments/colleges or programs may require a higher GPA; and
2. Have completed at least two full-time semesters with a minimum of 24 GPA hours earned at Miami (for continuing students); or completed at least 12 GPA hours earned at Miami (for transfer students); and

3. Understand that academic credits may only be awarded in the term during which the internship is conducted; they may not be awarded retroactively; and
4. Be currently enrolled at Miami University and have been enrolled for at least one full semester prior to beginning an internship.

The department, program or internship sponsor may require a criminal record background check or a review of the student's University disciplinary record and take that information into account when awarding internships.

General Expectations for Students:

Before and during an Internship, students must:

1. Complete the appropriate Internship Application which includes the Learning Plan.
2. Communicate with their faculty advisor if there are concerns with the internship, including notifying the advisor if they are not able to participate in or complete the internship and reporting when they are in an uncomfortable work environment or experiencing discrimination or harassment as a protected class;
3. Abide by the Code of Student Conduct at all times.
4. Understand and follow the policies, procedures, rules and regulations of the Internship Sponsor.
5. Perform the internship duties for the hours and duration specified. Failure to maintain the internship hours may result in a loss or reduction of academic credit hours, a reduced or failing grade or administrative withdrawal from the internship.
6. Fulfill all of the academic assignments and reporting requirements of the Independent study or internship course. Failure to meet the goals of the Learning Plan may result in a loss or reduction of academic credit or a reduced or failing grade.
7. Complete the appropriate Human Subjects or Animal Research Training as required, if the internship involves research with human subjects (e.g., interviewing, collecting data) or animals.
8. Understand they are solely responsible for any financial obligations incurred by for their participation in the internship; this includes, but is not limited to, tuition and fees for credit hours, travel and housing arrangements, and the cost of background checks (if required).
9. Understand they are solely responsible for the payment of any medical care for injuries alleged to have resulted from their internship experiences.

Note: Students pursuing an internship may be considered for Title IV Aid if the internship is credit-based and a required part of the degree program.

General Expectations for Internship Sponsors

For credit-bearing internships, internship sponsor/ employers should

1. Complete the appropriate portion of the Internship Application.
2. Enter into the Learning Plan with the student and the University as articulated in the Internship Application
3. Submit to the faculty or staff mentor a final evaluation of the student by the deadline specified by the department.
4. Designate a full-time professional as the Internship Supervisor.
5. Provide pertinent policies and procedures to the student before they begin the internship.
6. Provide the agreed upon relevant education/training to the student. Maintain regular communication about the student's work activities during the internship. Any conflicts should be quickly resolved by communication among the student, instructor, and employer
7. When the internship is unpaid, maintain the intern status of the student, to be distinguished from employment status.
8. Make individual arrangements, if agreed upon between the student and organization, for any stipend or other benefit of service deemed appropriate.
9. Notify the department of any decision to remove the student from the internship prior to the agreed upon time (including the situation when a student is offered and accepts an internship and the internship opportunity is withdrawn prior to the beginning of the internship period) and provide a written report to the department specifying the reasons for terminating the internship.
10. Ensure the student understands Title IX policy and where and to whom the student should report any concerns regarding the internship experience including but not limited to discrimination, sexual misconduct or harassment.
11. Fully comply with all applicable state and federal laws including wage and hour laws. See, for example: <https://www.dol.gov/whd/regs/compliance/whdfs71.pdf>

Expectations for Miami Internship Supervisors

For credit-bearing internships, Miami supervisors should:

1. Ensure that the appropriate Internship Application has been completed, including the Learning Plan and all portions by the employer and student.
2. Complete-a fully executed Memorandum of Understanding with the University to provide internships required for the degree program or major.
3. Maintain regular communication about the student's work activities during the internship. Any conflicts should be quickly resolved by communication among the student, instructor, and sponsor.
4. Assign appropriate credits for the internship experience.

5. Ensure that the student understands where and to whom the student should report any concerns regarding the internship experience, including but not limited to discrimination, sexual misconduct or harassment.

Expectations for Career Services

1. Maintain Internship Application (currently Handshake), the software that collects student requests for internship/co-op credit and enables the workflow to gather internship approvals from Internship Sponsors and Internship Supervisors.
2. Assist students in internship/co-op position searches without guaranteeing placements. Career Services will cultivate relationships with new and existing employers in line with student interests and academic program offerings.
3. Document communications with the student and the employer regarding internship expectations and activities.
4. During the internship experience, serve as a resource to students, internship sponsor and internship supervisor. Assist in the completion and collection of evaluations and help resolve any conflicts among the student, sponsor, and instructor.
5. Ensure that the student understands where and to whom the student should report any concerns regarding the internship experience, including but not limited to discrimination, sexual misconduct or harassment.

Types of Internships

Internships involve a partnership between students, Miami University, and employers that formally integrates students' academic study with work or community service experiences and that:

- Are of a specified and definite duration and are posted for a recognized academic term or part of a term and follow all academic calendar deadlines;
- Evaluate (when completing credit-bearing internships) each participating student's performance in the internship position, both from the perspective of Miami University and the student's internship sponsor/employer;
- May provide participating students with academic credit upon successful completion of the internship, and may provide students with compensation in the form of wages or salaries.

Internships at Miami can come in three different forms:

1. Optional, Noncredit Internships are internships that are initiated by the student, are not required for the degree and do not receive academic credit. Students do not enroll in any Miami internship-related course.
2. Optional, For Credit Internships are not required for the student's academic degree or major, but because they relate to the student's program of study, these internships qualify for undergraduate academic credit. These internships may count for the degree requirements, if the academic program requirements include that opportunity.
3. Required, Program-Related Internships are a requirement for the student's declared degree or major and carry academic credit.

Specific Expectations for Different Types of Internships

1. Optional, Noncredit Internships

1. Are initiated by the student, are not required for the degree and do not receive academic credit. In this situation, students do not enroll in any internship courses.
2. May be pursued during academic terms in which students are enrolled in other classes or during breaks between periods of enrollment.
3. Need not be related to the student's program of study. No faculty supervision or written Learning Plan is required for an Optional, Noncredit Internship.
4. Do not involve an agreement between Miami University and the Internship Sponsor.
5. May be listed on the student's resume, but do not appear on the student's academic transcript.

2. Optional, For Credit Internships

1. Are not required for the student's academic degree or major. However, because these internships relate to the student's program of study (e.g., major, minor, certificate program), they qualify for undergraduate academic credit. Note: The internship must meet a degree requirement to qualify for federal financial aid.
2. May not exceed six (6) credit hours per semester/ term, nor more than ten (10) credit hours per academic year, and must follow the required minimum time commitments:
 1. 0 credits = less than 37.5 work hours
 2. 1 credit = 37.5 total work hours
 3. 2 credits = 75 total work hours
 4. 3 credits = 112.5 total work hours
 5. 4 credits = 150 total work hours
 6. 5 credits = 187.5 total work hours
 7. 6 credits = 225 total work hours
3. Must involve an internship course (typically numbered 340, type N) in which the student is enrolled and which is supervised by an assigned faculty supervisor or a qualified career services staff member. This course appears on the transcript and may be offered as credit/no credit or for a letter grade. It adheres to the normal registration schedule and course-add deadline for the semester or term in which the internship is taken. Note: Students may elect to take a zero-credit internship course. A zero-credit internship may be a cost-effective option for students particularly during the summer or winter term. In consultation with the faculty supervisor, students may also take an independent study course (X77 with the I designation)

for one or more credits during the semester following the internship experience to reflect on the learning gained during the internship experience.

4. Complete assessments, which are strongly encouraged.
5. May not be substituted for degree requirements.

3. **Required, Program-Related Internships**

- a. Are a requirement for the student's declared degree program or major.
- b. Must be for academic credit. Academic credit may not exceed 15 credit hours per semester or summer term.
- c. May not exceed 3 credits during the winter term and are often preceded or followed by a full-semester.
- d. Abide by the following minimum time commitments:
 1. 0 credits = less than 37.5 work hours
 2. 1 credit = 37.5 total work hours
 3. 2 credits = 75 total work hours
 4. 3 credits = 112.5 total work hours
 5. 4 credits = 150 total work hours
 6. 5 credits = 187.5 total work hours
 7. 6 credits = 225 total work hours
 8. 7 credits = 262.5 total work hours
 9. 8 credits = 300 total work hours
 10. 9 credits = 337.5 total work hours
 11. 10 credits = 375 total work hours
 12. 11 credits = 412.5 total work hours
 13. 12 credits = 450 total work hours
 14. 13 credits = 487.5 total work hours
 15. 14 credits = 525 total work hours
 16. 15 credits = 562.5 total work hours
- e. Have assigned faculty supervision that includes ongoing communication and guidance by the responsible faculty member.
- f. Have concurrent integrated coursework that appears on the student's transcript and may or may not be offered as credit/no credit or for a letter grade.
- g. Have a completed Internship Application which includes a written Learning Plan.
- h. Involve appropriate education by Miami University to better ensure that the student is prepared for the internship experience. This may include clinical and other hands-on training provided by Miami University.
- i. Have a fully executed Memorandum of Understanding between the internship organization and Miami University.

- j. Ensure that the required internship experience is related to the program of study by regular interaction with the student.
- k. Require the student to report on a regular basis throughout the internship.
- l. Complete on-site assessments for all Required, Program-Related Internships. If personal visits are not feasible, the instructor should regularly converse with the intern electronically including skype, phone, Internet and/or e-mail.
- m. Obtain the Internship Sponsor's site supervisor's completed Internship Evaluation.

4. Internships Outside of the United States

1. Require students taking an internship for academic credit outside of the United States to register in the Miami University [Independent Travel Program system](#) at least 30 days prior to departure.
2. Strongly encourage students engaging in noncredit internships to register in the Miami University Independent Travel system.
3. Require enrollment in Miami University's international travel supplemental health and safety insurance plan and in the [S. Department of State Smart Traveler Enrollment Program \(STEP\)](#). Students will also be expected to provide documentation regarding housing, transportation, and emergency contact information.
4. Require faculty supervisors to consult with Global Initiatives prior to approving an internship in a country listed on the [S. Department of State Travel Advisory List](#).
5. Understand and abide by visa requirements and labor laws relevant to engaging in an internship in the host country.

Effective Date: January 2024

Responsible Parties:

Center for Career Exploration & Student Success (Oxford Campus)

Career Services & Professional Development (Regionals)

University Registrar

Academic Departments

Office of Provost

Implementation:

Application and guidelines will be put on the Center for Career Exploration & Student Success website by January 1, 2024.

Related References and Resources:

[Center for Career Exploration & Student Success](#) (Oxford Campus)

[Career Services & Professional Development](#) (Regional Campuses)

[Miami University Internship Application](#) (via Handshake)

December 15, 2023
Consent Calendar

RESOLUTION R2024-xx

BE IT RESOLVED: that the Board of Trustees hereby accepts and approves the attached Annual Report of Remedial Education at Miami University, and directs the Provost and Executive Vice President to submit the report to the Ohio Department of Higher Education.

**Miami University Recommendation
To the Board of Trustees
For Action**

Date: December 6, 2023

Title: REPORT OF REMEDIAL EDUCATION

Synopsis: Annual Report on Remedial Education for the Ohio Department of Higher Education

It is recommended that the Board of Trustees approve sending the attached report to the Ohio Department of Higher Education. This is in response to provision House Bill 49 which "requires the issuance of an annual report on the number of students that require remedial education, the costs of remediation, the specific areas of remediation provided by the university, and causes for remediation." This report has been reviewed and approved by the appropriate authorities.

Prepared by: Michael Light
Michael Light, Associate Director for the Office of Institutional Research

Reviewed by: [Signature]
Elizabeth Reith Mullenix, Provost and Executive Vice President for Academic Affairs

FOR BOARD OFFICE USE ONLY:

Recommendation Number _____

Date of Board Approval: _____ Submitted By: _____
President Crawford

2023 University Remediation Report

Name of University: Miami Univeristy

Ohio Revised Code Section 3345.062 requires the president of each state university to issue a report by December 31, 2017, and each thirty-first day of December thereafter, regarding the remediation of students. The report must include the following areas:

1. The number of enrolled students that require remedial education (FY23 actual).

Number of Students	Description (if needed)
556	All first-time students entering fall 2022 with one or more scores indicating need for remediation or regional student having taken remediation courses during AY2023. The threshold ACT scores indicating the need for remediation are reading less than 22, English less than 18, and math less than 22. This includes Oxford Scholastic Enhancement Program (SEP,) Oxford American Culture and English Program (ACE,) and regional campus students. For regional campus students without ACT scores, remediation is required based on scores of alternative tests. Specifically, WritePlacer (scores of less than 5), Accuplacer Next Gen (scores of less than 250), and STEM Accuplacer (scores of less than 263).

2. The cost of remedial coursework that the state university provides (FY23 actual).

Please select the type of cost in the following areas and describe.

- **Costs to the university:** Please include a description of all university resources allocated in support of and/or on behalf of remedial education, including but not limited to costs associated with the following: faculty & staff, buildings/classrooms, administration, and additional student advising, among others.
- **Costs to the student:** Please include a description of tuition paid by students in pursuit of remedial education.
- **Costs to the state:** Please include a description of state resources provided to your institution in support of remedial education. (See Appendix A containing this information for all state universities.)

Cost Type	Amount	Description
Costs to the university	\$ 475,292	Instructional costs for remedial courses for FY 2023
Costs to the university	\$ 1,338,195	Estimated costs of Advising & Learning Center on the regional campuses for FY 2023 multiplied by the percent of students on the regionals needing some form of remedial education
Costs to the state	\$ 66,450	State share of instruction for remedial courses for FY 2023
Costs to the student	\$ 3,536	Tuition and fees for regional full-time students in first semester (Fall 2022)
Costs to the student	\$ 19,147	Tuition and fees for Oxford ACE full-time students in first semester (Fall 2022)
Costs to the student	\$ 8,632	Tuition and fees for Oxford SEP full-time students in first semester (Fall 2022)

3. The specific areas of remediation provided by the university.

Subject Area	Description
Writing	ENG007 Fundamentals of Writing (3 credits)
Blended English	ENG007/ENG111 - Corequisite, development course plus College English Course taken concurrently (5 credits)
Reading	EDT002 College Reading II (3 credits)
Quantitative Reasoning	MTH049 Math Literacy (Quantitative Reasoning) 4 pre-college credits
Math	MTH 025 Algebra for Precalculus (Math for STEM) 5 pre-college credits
Academic Support	Miami regionals campus offer a range of support programs for students with high academic need, including: College Readiness Program (intensive support for math, reading, writing), co-remediation study skills courses that can be paired with commonly enrolled general education courses, tutoring/mentoring and career development guidance, TRIO program, online financial aid course, technology workshops, and first-year experience course (UNV 101).

4. Causes for remediation.

Please select all that are relevant from the following categories and provide detail.

- **Lack of student preparation at the K-12 level**
- **Prescriptive placement policies** (over reliance on a single assessment measure)
- **Deferred entry into higher education** (adult students returning to higher education)
- **Other** (any other cause identified by the university)

Cause	Description
Lack of student preparation	High percentages of incoming students on the regional campuses have academic need stemming from attending less rigorous high schools, challenging family situations, and lack of study skills and a college mindset.
Lack of student preparation	Many incoming students on the regional campuses have poor technology skills due to out-of-date or nonexistent technology at home, antiquated word processing software, and computers riddled with viruses.
Other	For most students on the regional campuses, future jobs are of utmost priority. Yet, because Miami stresses a liberal arts approach to higher education, the correlation between academic pathways and career pathways seems murky to students.
Other	All students on the regional campuses commute to school, and many have significant family and work commitments. Most students come to campus, attend class and leave which means that they have little opportunity to build meaningful relationships with faculty and advisors nor take advantage of support services available on the campuses.

December 15, 2023
Academic Affairs

RESOLUTION R2023-xx

WHEREAS, University Senate on October 09, 2023 passed SR 23-03, endorsing a proposed program, Master of Engineering, Chemical Engineering.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby approves the establishment of a Master of Engineering, Chemical Engineering.



EXECUTIVE COMMITTEE of UNIVERSITY SENATE

Tracy Haynes, Chair, Senate Executive Committee

Rosemary Pennington, Chair Elect, Senate Executive Committee

Tom Poetter, Past Chair, Senate Executive Committee

University Senate Website: <https://www.miamioh.edu/academic-affairs/university-senate>

December 01, 2023

To: Gregory P. Crawford, President
From: Dana Cox, Secretary of the University Senate
Re: Curriculum Approval
SR 24-03 CPB - Chemical Engineering - Master of Engineering

On October 09, 2023, University Senate adopted SR 24-03:

BE IT HEREBY RESOLVED that University Senate endorses the proposed program, Master of Engineering, Chemical Engineering

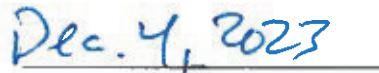
AND FURTHERMORE, that the endorsement by University Senate of the proposed degree will be forwarded to the Miami University Board of Trustees for consideration.

Approval of the President

I, Gregory P. Crawford, President of Miami University, approve/do not approve: Chemical Engineering - Master of Engineering

<input checked="" type="checkbox"/>	Approve Forward to the Board of Trustees for action (copy to Secretary of University Senate)
<input type="checkbox"/>	Do Not Approve


Gregory P. Crawford, President


Date

cc: Tracy Haynes, Chair, Executive Committee of University Senate
Elizabeth R. Mullenix, Provost, Chair University Senate
Ted Pickerill, Secretary to the Board of Trustees and Executive Assistant to the President

SR 24-03

Master of Engineering – Chemical Engineering

October 09, 2023

BE IT HEREBY RESOLVED that University Senate endorses the proposed program, Master of Engineering, Chemical Engineering

AND FURTHERMORE, that the endorsement by University Senate of the proposed degree will be forwarded to the Miami University Board of Trustees for consideration.

New Program Proposal

Chemical Engineering - Master of Engineering

General Bulletin Edition

2024-2025

Proposed start date

Fall 2024

Level

Graduate

Program Type

Degree AND Major

Delivery site(s)

Oxford

CIP Code

150615 - Chemical Engineering Technology/Technician.

Department

Chem, Paper & Biomed Engineer

Related Department**College**

Col of Engineering & Computing

Related College**General Bulletin Title**

Chemical Engineering - Master of Engineering

Program Code**Educator Preparation Programs:**

Indicate the program request leads to educator preparation licenses or endorsements

Licensure:

No

Endorsement:

No

Rationale for the proposal

This proposed M.Eng. program has the advantage of leveraging existing M.S. courses in Chemical Engineering, but with a non-thesis path for fee-paying students. This program provides the department, division and university with a way to increase revenue from fee paying students with a minor incremental cost of managing the non-thesis completion options described below.

Miami University currently offers an ABET accredited undergraduate program in Chemical Engineering in the Department of Chemical, Paper and Biomedical Engineering (CPB). The department also offers a Master of Science in Chemical and Biomedical Engineering, which includes courses from both disciplines and requires a research thesis in either Chemical Engineering or Biomedical Engineering field. The proposed Master of Engineering (MEng) in Chemical Engineering is a course-intensive graduate degree that includes culminating experience (an internship, an industrial practicum, or a non-thesis project). This MEng in Chemical Engineering will prepare graduates with the versatile skills and mindset to meet the needs of a demanding and dynamic workforce in the chemical industry and environmental agencies.

This new MEng degree aims to attract recent Bachelor of Science (BS) graduates, as well as part-time and non-traditional students, by enabling them to pursue an MEng degree at their own pace. Furthermore, this program will attract international applicants who seek advanced training and coursework that could be completed in a short period of time (e.g., one year). All students enrolled in this program will be fee-paying and ineligible for Graduate Assistantships. Offering several options for culminating experience (internship, industrial practicum, or a non-thesis project) can attract working professionals while offering opportunities for recent graduates who wish to gain real-world experience in industrial settings.

A 2022 report of the chemical industry outlook indicates that the "US chemical industry is poised for a strong recovery in 2022 as economies reopen and restrictions are lifted". "US chemical exports are also expected to grow significantly as major economies reopen and import demand in partner economies improves" (Deloitte.com, retrieved June 22, 2022). According to The Bureau of Labor Statistics' labor market, employment of chemical engineers is projected to grow 9 percent from 2020 to 2030, about as fast as the average for all occupations. The median annual wage for chemical engineers was \$105,550 in May 2021, which is among the highest-earning engineering professions. The proposed program addresses the need for chemical engineers with advanced problem-solving skills and internship/hands-on experience, who are prepared to join the workforce with qualifications required to be successful in industrial settings. It is anticipated that the share of the chemical industry as a percentage of the GDP will continue to grow.

Miami University has demonstrated excellence in training engineering students given the strength of its engineering programs. Miami graduates in Chemical Engineering have been successful in securing jobs in the chemical industry. The proposed MEng program will offer

our graduates additional skillsets to make them more competitive in the job market. Furthermore, Miami students graduating in chemistry and biochemistry will be potential candidates for the proposed MEng in Chemical Engineering. This pool of candidates will be in addition to external applicants who are anticipated to apply to this MEng program.

Faculty expertise in the CPB department ranges from biochemical and biomolecular engineering to environmental engineering, renewable energy, paper science and engineering, thermodynamics modeling, and finite element simulation. The proposed program will create opportunities for all STEM fields at Miami and statewide, while the culminating experience will attract applicants nationwide as well as international applicants.

Introduction

Brief summary of the request

At least 50% of the courses for the Master of Engineering (MEng) in Chemical Engineering overlap with our existing Master of Science (MS) in Chemical and Biomedical Engineering. Students pursuing an MEng in Chemical Engineering can earn their degree by fulfilling the course-work requirements laid out in this proposal at their own pace. The curriculum is designed to provide students with a solid background in chemical engineering. Another strong feature of the program is the incorporation of culminating experience. This includes an internship, an industrial practicum, or a non-thesis project. The MEng in Chemical Engineering consists of 30 credit hours, can be completed within a year on a full-time basis, or pursued over a longer period of time by working professionals and non-traditional students.

Accreditation

Notification of appropriate agencies. Provide a statement indicating that the appropriate agencies (e.g., regional accreditors, specialized accreditors, state agencies, etc.) have been notified of the institution's request for authorization of the new program.

Upload documentation of the notification

Academic Leadership

Organizational structure

Describe the organizational structure of the proposed program. In your response, indicate the unit that the program will be housed. Further, describe the reporting hierarchy of the administration, faculty, and staff for the proposed program.

The program will be housed in the department of Chemical, Paper and Biomedical

Engineering (CPB). The Graduate Program Director (GPD, currently Dr. Steven Keller) and the CPB Chair (Dr. Keith Hohn) are responsible for the administration of this program. The faculty involved in supporting the program are primarily the Chemical Engineering faculty listed in this proposal (Dr. Catherine Almquist, Dr. Jason Berberich, Dr. Jason Boock, Dr. Alim Dewan, Dr. Keith Hohn, Dr. Andrew Jones, Dr. Shashi Lalvani, and Dr. Andrew Paluch) as well as other CPB/CEC faculty who teach the 5XX or 6XX courses listed as electives.

Provide the title of the lead administrator for the proposed program and a brief description of the individual's duties and responsibilities.

The administrators for this MEng program are the Graduate Program Director (GPD), who is responsible for communicating with prospective applicants about the program. The GPD will also work with the CPB Chair (Dr. Keith Hohn), the CEC Graduate Program Coordinator (Dr. Tim Cameron), and the CEC Director of Industrial Relations (Colleen Bush) to advertise the program and prepare a list of internship opportunities for the MEng students.

Upload this individual's CV/resume

23 DS KellereCV.pdf

Describe any councils, committees, or other organizations that support the development and maintenance of the proposed program. In your response, describe the individuals (by position) that comprise these entities, the terms of their appointment, and the frequency of their meetings.

CPB Faculty meetings - meets biweekly during fall and spring
CPB Industrial Advisory Council -- meets once a semester

Program development

Describe how the proposed program aligns with the institution's mission.

A key element of Miami's strategic planning is to "advance knowledge in the professional fields considered most in-demand throughout Ohio, the region and the nation." For example, according to Intel.com (retrieved on June 22, 2022) "Intel is planning to invest more than \$20 billion in the construction of two new leading-edge chip factories in Ohio to boost production to meet demand for advanced semiconductors, power a new generation of innovative products from Intel, and serve the needs of foundry customers." This MEng program has the potential of training highly-skilled professionals for Ohio industries. As described in this proposal, this MEng program will help to "prepare students with the versatile skills and mindset to meet the needs of a demanding and dynamic workforce".

Indicate whether the institution performed a needs assessment/market analysis to determine a need for the program. If so, briefly describe the results of those findings.

This program was reviewed via the MAPI process. The results of that review and our response to the issues they raised are included in the uploaded documents.

If completed, upload the full analysis

Response to MAPI Feedback to Proposed Masters of Engineering in Chemical Engineering and Master in Engineering in Biomedical Engineering.docx

Concept Paper Screening Rubric MEng Chem Biomed Egr.docx

Indicate whether the institution consulted with advisory groups, business and industry, or other experts in the development of the proposed program. If so, briefly describe the involvement of these groups in the development of the program.

The CPB department consulted with its Industrial Advisory Board, which strongly supports the proposal.

Indicate whether the proposed program was developed to align with the standards of a specialized or programmatic accreditation agency. If so, indicate whether the institution plans to pursue programmatic/specialized accreditation for the proposed program and provide a timeline for achieving such accreditation. If the program is already accredited, indicate the date that accreditation was achieved and provide information on the next required review.

This MEng program does not require accreditation. Nevertheless, the program and course outcomes will be assessed according to the CPB department's guidelines while following the general criteria established by ABET for engineering programs. The GPD, the CPB Chair, and the Chemical Engineering faculty will be responsible for the assessment of the program and course outcomes. These assessments will be reported annually to Miami University.

Collaboration with other Ohio institutions

Indicate opportunities for collaboration with Chancellor's Council on Graduate Studies (CCGS) member institutions.

Unknown

Indicate whether the proposed program was developed in collaboration with another institution in Ohio. If so, briefly describe the involvement of each institution in the development of this request and the delivery of the program.

N/A

Student Services

Admissions policies and procedures

Describe the admissions requirements for the program. In your response, highlight any differences between the admission requirements for the program and for the institution as a whole.

A Bachelor of Science (BS) degree is required for admission to this program. Applicants must have completed their BS degree to enroll in this program, and no BS/MS double counting of courses is allowed. Similar to the Master of Science in Chemical and Biomedical Engineering at Miami University, the requirements for the current Miami students are a minimum GPA of 2.75, a curriculum vitae, a statement of purpose, and three letters of recommendation. For non-Miami applicants, the requirement is a minimum GPA of 2.75, a curriculum vitae, a statement of purpose, three letters of recommendation, GRE, as well as a TOEFL score of at least 95 for international applicants.

This program could be of interest to engineering graduates of Miami University as well as other national and international academic institutions. Furthermore, potential applicants of this program could be those holding a BS degree in chemistry and biochemistry. Non engineering students will be required to complete the following prerequisites before formally being admitted to this MEng program:

- (i) Differential Equations for Engineers (MTH 245) or Linear Algebra and Differential Equations for Engineers (MTH 246),
- (ii) Mass and Energy Balances I (CPB 204),
- (iii) Transport Phenomena (CPB 318),
- (iv) Chemical and Bio- Engineering Computation and Statistics (CPB 324) or equivalent (MME 202 or CSE 271 or ECE 302).

Students who wish to enroll in any electives offered by the other CEC departments will need additional prerequisites or the permission of instructor.

Student administrative services

Indicate whether the student administrative services (e.g., admissions, financial aid, registrar, etc.) currently available at the institution are adequate to support the program. If new or expanded services will be needed, describe the need and provide a timeline for acquiring/implementing such services.

The existing services are adequate.

Student academic services

Indicate whether the student academic services (e.g., career services, counseling, tutoring, ADA, etc.) currently available at the institution are adequate to support the program. If new or expanded services will be needed, describe the need and provide a timeline for acquiring/implementing such services.

The existing services are adequate.

Curriculum

Introduction

Description of the program to display in the <i>General Bulletin.</i>

The Master of Engineering in Chemical Engineering offers a course-intensive program and culminating experience (internship, industrial practicum, or a non-thesis project). The mission of the program is to prepare graduates with the versatile skills and mindset to meet the needs of a demanding and dynamic career in the chemical industry and environmental agencies. Students have the opportunity to gain experience in areas ranging from biochemical and biomolecular engineering to environmental engineering, renewable energy, paper science and engineering, thermodynamics modeling, and finite-element simulation, among others.

Program goals and learning outcomes

List the specific student learning outcomes that students are to achieve by the time they complete this program.

Student learning outcomes

Outcome:
SLO #1 Apply knowledge of physics, mathematics, and engineering to formulate and solve chemical engineering problems
SLO #2 Apply modern chemical engineering tools and techniques for engineering practice
SLO #3 Collect, interpret, and analyze experimental data in industrial settings

Describe how the Program Learning Outcomes are operationalized in the curriculum. The Department of Chemical, Paper and Biomedical Engineering offers ABET accredited programs in (i) Chemical Engineering and (ii) Biomedical Engineering. Furthermore, the department offers a Master of Science (MS) Program in Chemical and Biomedical

engineering. The assessment of these programs is performed each year, and the reports are submitted annually to Miami.

The program outcomes will be assessed according to the CPB department's guidelines while following the general criteria established by ABET for engineering programs. This will include the assessment of learning outcome by course instructors based upon student performance on exams and class assignments. Furthermore, the External Advisory Council of the department will be involved in the assessment of the program. Students' feedback regarding the achievement of program goals will also be collected for the assessment of this MEng program.

Course offerings

Bulletin Requirement Listing

Program Requirements

The total credits needed for the program is 30.

Course List

Code Title Credit Hours Required Courses

Select the following:

[CPB 611](#) Transport Phenomena in Engineering 3 [CPB 612](#) Engineering Analysis 3 Chemical

Engineering Course - select one of the following: 3-4 [CPB 512](#) Chemical Engineering

Thermodynamics

[CPB 514](#) Mass Transfer and Unit Operations

[CPB 515](#) Chemical Kinetics and Reactor Design

Elective Courses 14 - 18 Any 500 or 600 level courses in CPB, CSE, ECE, or MME.

Culminating Experience ¹3-6 Select one of the following:

[CPB 640](#) Internship

[CPB 704](#) Non-Thesis Project

[CPB 710](#) Industrial Practicum

Total Credit Hours 26-34 ¹

Students must register for 3-6 credit hours of CPB 640, CPB 704, or CPB 710, which will serve as their culminating experience. The student will write a summary report

and make a formal presentation, which should be evaluated and approved by a committee of a minimum of two (2) members with Miami University graduate level A or B standing.

Note: Applicants must have completed an undergraduate degree to enroll in this program, and no BS/MS double counting of courses is allowed.

Plan of Study/ Roadmap

This program offers flexibility in choosing electives that meet the career goals of students. The road map depends on the courses each student chooses and the prerequisites for those courses.

Thesis

Non-Thesis

Non-Thesis Explanation

Students will have the option to take either 3 - 6 credit hours of CPB 704 (a non-thesis project mentored by an engineering faculty) or choose between 3 - 6 credit hours of CPB 640 (Internship) or 3 - 6 credit hours of CPB 710 (Industrial Practicum).

Students who choose the non-thesis Project must present their project to a committee formed by a minimum of two faculty members, and will need to take an additional 24 - 27 credit hours towards the coursework requirement.

Alternative delivery options

100% Face to face

Off site program components

Co-op/Internship/Externship

Brief description of Co-op/Internship/Externship component

Students who choose an internship experience will be required to spend at least 8 weeks in industry. The College of Engineering and Computing (CEC) has a designated Director of Industrial Relations. This has resulted in identification of internship opportunities for CEC students. During the course of the internship, students will enroll in CPB 640. At the conclusion of the internship, students are required to submit an extensive report detailing the relationship between the work experience and the objectives of the MEng program, along with a self-evaluation survey. Furthermore, a detailed student performance report will be sought from the employer. The student's and employer's report will enable the instructor of the class to submit a letter grade for the student. CPB currently offers non-mandatory internship experiences for students (0 credit hours).

Students who choose an industrial practicum will apply their engineering coursework or research methodologies to the analysis and solution of an industrial problem in chemical engineering fields for at least 8 weeks. During the course of the industrial practicum,

students will enroll in CPB 710. At the conclusion of the practicum, students are required to submit an extensive report detailing the relationship between the work experience and the objectives of the MEng program, along with a self-evaluation survey. In addition, a detailed student performance report will be sought from the employer. The student's and employer's report will enable the instructor of the class to submit a letter grade for the student. CPB currently offers non-mandatory industrial practicum experiences for students (1 - 12 credit hours).

Assessment and Evaluation

Program assessment

Upload a copy of the assessment requirements/plan

List at least 3 specific student learning outcomes (SLOs) that the students are expected to achieve by the time they complete the program. If the program includes liberal education course(s), articulate any specific linkages between your stated SLOs and Miami Plan principles or competencies.

- Apply knowledge of physics, mathematics, and engineering to formulate and solve chemical engineering problems
- Apply modern chemical engineering tools and techniques for engineering practice - Collect, interpret, and analyze experimental data in industrial settings

Identify courses (and examinations or assignments within them) or other culminating projects where these outcomes are emphasized and can be measured, especially near the point of graduation. If relevant, specify any licensing or external exams you intend to use.

CPB 5XX/6XX courses - these are the same courses with the same SLOs as in the existing M.S. program, with the same outcomes assessment instruments and methods.

CPB 640 - description below

CPB 704 - description below

CPB 710 - description below

Students who choose an internship experience will be required to spend at least 8 weeks in industry. The College of Engineering and Computing (CEC) has a designated Director of Industrial Relations. This has resulted in identification of internship opportunities for CEC students. During the course of the internship, students will enroll in CPB 640. At the conclusion of the internship, students are required to submit an extensive report detailing the relationship between the work experience and the objectives of the MEng program, along with a self-evaluation survey. Furthermore, a detailed student performance report will be sought from the employer. The student's and employer's report will enable the instructor of the class to submit a letter grade for the student. CPB currently offers non-mandatory internship experiences for students (0 credit hours).

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Describe how you intend to evaluate the learning outcomes by means of the assignment(s)—e.g., rubric(s) or answer key(s) to exam.

The same evaluations that are currently used in our MS program.

Describe the sampling procedure. What percentage of your student body will comprise your sample? If the sample size is small, make the case that they adequately represent the whole.

The same procedure that is currently used in our MS program.

Describe how you intend to collect student perceptions of their achievement of the program learning outcomes.

The same procedure that is currently used in our MS program.

Describe your plans for regular (annual or biennial, depending on program size) collection and summary of data.

The same procedure that is currently used in our MS program.

Describe your plans for a regular faculty meeting in which faculty discuss assessment data findings and make plans for improvement of teaching and learning based upon the data.

The same procedure that is currently used in our MS program.

Identify who will be responsible for creating and submitting an annual assessment report to the assessment coordinator at the end of each academic year.

Dr. Keith Hohn (CPB Chair)

Other means of measuring student success

In addition to program assessment, describe the other ways that individual student

success in the proposed program will be measured (e.g., exit interviews, job placement, alumni surveys). Describe the measurements to be used, frequency of data collection and how the results will be shared and used for program improvement.

1. Confidential exit surveys (every year)
2. Confidential interviews (every year) with:
 - (i) Program Director or Department Chair, and
 - (ii) CPB External Advisory Council
3. Job placement data (every year)
4. Employer survey (every three years)

Faculty

Faculty appointment policies

Describe the faculty designations available (e.g., professor, associate professor, adjunct, instructor, clinical, etc.) for the proposed program's faculty.

Please see the attachment (faculty matrix).

Describe the credentialing requirements for faculty who will be teaching in the program (e.g., degree requirements, special certifications or licenses, experience, etc.).

Please see the attachment (faculty matrix).

Indicate whether the department will need to identify additional faculty to begin the proposed program. Also indicate the workload implications of the proposed program for existing faculty in the department. In particular, for existing faculty, explain how their workload will be adjusted to teach courses within the new program.

Not applicable.

Program faculty

Provide the number of existing faculty members available to teach in the proposed program.

Full-time:

8

Less than full-time:

Provide an estimate of the number of faculty members to be added during the first two years of program operation.

Full-time:

Less than full-time:

Expectations for professional development/scholarship

Describe the institution's general expectations for professional development/scholarship activities by the proposed program's faculty. In your response, describe any differences in the expectations for tenure-track vs. non tenure-track faculty and for full-time vs. part time faculty. Indicate the financial support provided for such activities.

The faculty in Chemical, Paper and Biomedical Engineering department will be involved in this program. Expectations for professional development and scholarship activities will be the same as for any faculty in the department, as laid out in the departmental governance documents.

Upload a faculty handbook outlining the expectations and documenting support CPB Governance Document approved 4_6_21.pdf

Faculty matrix

Upload faculty matrix/CVs

Faculty Matrix_MEng_ChE.docx

23 DS KellereCV.pdf

Library Resources

Describe the involvement of a professional librarian in the planning for the program (e.g., determining adequacy of current resources, working with faculty to determine the need for additional resources, setting the budget for additional library resources/services needed for the program). Please list the name of the librarian consulted.

The current Miami University Library holdings are sufficient to support the proposed MEng in Chemical Engineering.

Describe the library resources in place to support the proposed program (e.g., print, digital, collections, consortia, memberships, etc.).

Print and digital media currently serving the existing Chemical Engineering program will also serve the proposed MEng program.

Describe any additional library resources that will be needed to support the request and provide a timeline for acquiring/implementing such services. Where possible, provide a list of the specific resources that the institution intends to acquire, the collaborative

arrangements it intends to pursue, and monetary amounts the institution will dedicate to the library budget to support and maintain the proposed program.

Not applicable

Budget, Resources, and Facilities

Resources and facilities

List the facilities/equipment currently available for the program. Where possible, provide a list of the specific resources that the institution intends to acquire, the collaborative arrangements it intends to pursue, and monetary amounts the institution will dedicate to the library budget to support and maintain the proposed program.

No additional equipment or resources is anticipated for offering this course-intensive MEng program.

Describe the institution's intent to incorporate library orientation and/or information literacy into the proposed program. In your response, describe any initiatives (e.g., seminars, workshops, orientations, etc.) that the institution uses or intends to use for faculty and students in the program.

Not applicable.

Budget/financial planning

Upload Fiscal Impact Statement for New Degree Programs

Fiscal Impact Statement for MEng ChE 071122.xlsx

Use narrative to provide additional information as needed

Not applicable

Additional Graduate Information

Describe the prospective enrollment for this program.

We anticipate an enrollment of about 15 students.

Describe efforts to enroll and retain underrepresented groups in the given discipline.

Efforts will be made to recruit more women and students of color. The Assistant Director of CEC outreach has been actively involved in helping to recruit students of color and minority groups into the CEC programs. In particular, we will reach out to HBCU institutions and participate in grant-writing efforts to make additional opportunities available to under

represented minorities.

Additional comments

Reviewer Comments

Carolyn Haynes (haynesca) (Wed, 03 Aug 2022 12:36:33 GMT): Rollback: Please confer with Dean Crowder to see if this program needs to undergo MAPI.

Courtney Thompson (kuhlmace) (Fri, 07 Jul 2023 19:44:33 GMT): Rollback: Please select a CIP code.

Courtney Thompson (kuhlmace) (Tue, 22 Aug 2023 16:16:02 GMT): Rollback: To update the bulletin title as discussed. Thanks, Keith!

Supporting documents

MEng in Chemical Engineering.docx

Key: 509

Select any proposals you would like to bundle together for approval. Only proposals you have saved are available to bundle.

Bundle Title:

Course:

Proposal A

Program:

Proposal B

December 15, 2023
Academic Affairs

RESOLUTION R2023-xx

WHEREAS, University Senate on October 09, 2023 passed SR 23-02, endorsing a proposed program, Master of Engineering, Biomedical Engineering.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby approves the establishment of a Master of Engineering, Biomedical Engineering.



EXECUTIVE COMMITTEE of UNIVERSITY SENATE

Tracy Haynes, Chair, Senate Executive Committee

Rosemary Pennington, Chair Elect, Senate Executive Committee

Tom Poetter, Past Chair, Senate Executive Committee

University Senate Website: <https://www.miamioh.edu/academic-affairs/university-senate>

December 01, 2023

To: Gregory P. Crawford, President
From: Dana Cox, Secretary of the University Senate
Re: Curriculum Approval
SR 24-02, CPB - Biomedical Engineering - Master of Engineering

On October 09, 2023, University Senate adopted SR 24-02:

BE IT HEREBY RESOLVED that University Senate endorses the proposed program, Master of Engineering, Biomedical Engineering

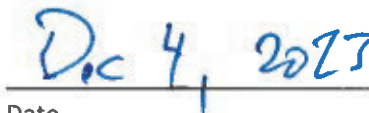
AND FURTHERMORE, that the endorsement by University Senate of the proposed degree will be forwarded to the Miami University Board of Trustees for consideration.

Approval of the President

I, Gregory P. Crawford, President of Miami University, approve/do not approve: Biomedical Engineering - Master of Engineering

<input checked="" type="checkbox"/>	Approve Forward to the Board of Trustees for action (copy to Secretary of University Senate)
<input type="checkbox"/>	Do Not Approve


Gregory P. Crawford, President


Date

cc: Tracy Haynes, Chair, Executive Committee of University Senate
Elizabeth R. Mullenix, Provost, Chair University Senate
Ted Pickerill, Secretary to the Board of Trustees and Executive Assistant to the President

SR 24-02

Master of Engineering, Biomedical Engineering

October 09, 2023

BE IT HEREBY RESOLVED that University Senate endorses the proposed program, Master of Engineering, Biomedical Engineering

AND FURTHERMORE, that the endorsement by University Senate of the proposed degree will be forwarded to the Miami University Board of Trustees for consideration.

New Program Proposal

Biomedical Engineering - Master of Engineering

General Bulletin Edition

2024-2025

Proposed start date

Fall 2024

Level

Graduate

Program Type

Degree AND Major

Delivery site(s)

Oxford

CIP Code

140501 - Bioengineering and Biomedical Engineering.

Department

Chem, Paper & Biomed Engineer

Related Department**College**

Col of Engineering & Computing

Related College**General Bulletin Title**

Biomedical Engineering - Master of Engineering

Program Code**Educator Preparation Programs:**

Indicate the program request leads to educator preparation licenses or endorsements

Licensure:

No

Endorsement:

No

Rationale for the proposal

Miami University currently offers an ABET accredited undergraduate program in Biomedical Engineering in the Department of Chemical, Paper and Biomedical Engineering (CPB). The department also offers a Master of Science in Chemical and Biomedical Engineering, which includes courses from both disciplines and requires a research thesis in either Chemical Engineering or Biomedical Engineering field. The proposed Master of Engineering (MEng) in Biomedical Engineering is a course-intensive graduate degree that includes culminating experience (an internship, an industrial practicum, or a non-thesis project). This MEng in Biomedical Engineering will prepare graduates with versatile skills and mindset to meet the needs of a demanding and dynamic workforce in the medical device industry and related fields.

This new MEng degree aims to attract recent Bachelor of Science (BS) graduates, as well as part-time and non-traditional students, by enabling them to pursue an MEng degree at their own pace. Furthermore, this program will attract international applicants who seek advanced training and coursework that could be completed in a short period of time (e.g., one year). All students enrolled in this program will be fee-paying and ineligible for Graduate Assistantships. Offering several options for culminating experience (an internship, an industrial practicum, or a non-thesis project) can attract working professionals while offering opportunities for recent graduates who wish to gain real-world experience in industrial settings.

Emergo by UL reports that the United States is the world's largest medical device market, which shows no signs of slowing. The US medical device industry was valued at US\$147.7 billion in 2016 and US\$176.7 billion in 2020. The medical device market is anticipated to exhibit a compound annual growth rate (CAGR) of 5.0% between 2021 - 2028 (Market Report ID: GVR-3-68038-032-3). The chronic diseases in the geriatric population are the key market drivers. In addition, according to The Bureau of Labor Statistics' labor market, employment of bioengineers and biomedical engineers is projected to grow 6 percent from 2020 to 2030, about as fast as the average for all occupations. Nevertheless, the employment of orthotists and prosthetists is projected to grow 18 percent from 2020 to 2030, much faster than the average for all occupations. Orthotists and prosthetists design and fabricate medical supportive devices and typically need a master's degree.

Biomedical engineering is one of the top choices among engineering students due to employment and career opportunities in a fast-growing market. The proposed program addresses the need for biomedical engineers with advanced problem-solving skills and internship/hands-on experience, who are prepared to join the workforce with qualifications required to be successful in industrial settings. The share of the biomedical industry as a percentage of the GDP continues to grow. This is also the case in Ohio as evidenced by a strong presence of biomedical and pharmaceutical companies in the BioOhio network.

Miami University has demonstrated excellence in training students who wish to pursue a

medical degree, given the strengths of its Premedical Studies and the Biomedical Engineering major. Miami graduates in Biomedical Engineering have been relatively successful in securing jobs in the biomedical industry. The proposed MEng in Biomedical Engineering will offer our graduates additional skillsets to make them more competitive in the job market. Furthermore, Miami students graduating in kinesiology, physics, biology, microbiology, chemistry, biochemistry, electrical engineering, and computer engineering will be potential candidates for the proposed MEng in Biomedical Engineering. This pool of candidates will be in addition to external applicants who are anticipated to apply to this MEng program.

Faculty expertise in the CPB department ranges from tissue engineering and drug delivery to medical devices, biomaterials, biomechanics, bioinstrumentation, biomedical optical imaging and sensing, and cardiac electrophysiology. Other departments in the College of Engineering and Computing (CEC) will bring in expertise in image processing, machine learning, and high performance computing. The proposed program will create opportunities for all STEM fields at Miami and statewide, while the culminating experience can attract applicants nationwide as well as international applicants.

Introduction

Brief summary of the request

At least 50% of the courses for the Master of Engineering (MEng) in Biomedical Engineering will overlap with our existing Master of Science (MS) in Chemical and Biomedical Engineering. Students pursuing an MEng in Biomedical Engineering can earn their degree at their own pace by fulfilling the course-work requirements laid out in this proposal. The curriculum is designed to provide students with a solid background in biomedical engineering, biomedical device design, engineering analysis, image processing, FDA regulations and medical device laws, as well as project management. Another strong feature of the program is the incorporation of culminating experience. This includes an internship, an industrial practicum, or a non-thesis project. The MEng in Biomedical Engineering will consist of 30 credit hours, could be completed within a year, or pursued over a longer period of time for working professionals and non-traditional students.

Accreditation

Notification of appropriate agencies. Provide a statement indicating that the appropriate agencies (e.g., regional accreditors, specialized accreditors, state agencies, etc.) have been notified of the institution's request for authorization of the new program.

Upload documentation of the notification

Academic Leadership

Organizational structure

Describe the organizational structure of the proposed program. In your response, indicate the unit that the program will be housed. Further, describe the reporting hierarchy of the administration, faculty, and staff for the proposed program.

The program will be housed in the department of Chemical, Paper and Biomedical Engineering (CPB). The Graduate Program Director (GPD, currently Dr. Steve Keller) and the CPB Chair (Dr. Keith Hohn) will be responsible for the administration of this program. The faculty involved in supporting the program will primarily be the BME faculty (Dr. Justin Saul, Dr. Hui Wang, Dr. Amy Yousefi, and Dr. Shijie Zhou) as well as other CPB/CEC faculty who teach the 5XX or 6XX courses listed in this proposal.

Provide the title of the lead administrator for the proposed program and a brief description of the individual's duties and responsibilities.

The administrator for this MEng program will be the GPD (currently Dr. Steve Keller), who will be responsible for communicating with prospective applicants about the program. The GPD will work with the CPB Chair (Dr. Keith Hohn), and the CEC Director of Industrial Relations to advertise the program and prepare a list of internship opportunities for the MEng students.

Upload this individual's CV/resume

23 DS KellereCV.pdf

Describe any councils, committees, or other organizations that support the development and maintenance of the proposed program. In your response, describe the individuals (by position) that comprise these entities, the terms of their appointment, and the frequency of their meetings.

Program development

Describe how the proposed program aligns with the institution's mission.

- Miami has identified healthcare (e.g., the medical device industry) as a field of interest in its institutional mission. Our students have been hired by leading medical device companies in the past few years, and this program could make our MEng graduates more competitive in the job market.
- A key element of Miami's strategic planning is to "advance knowledge in the professional fields considered most in-demand throughout Ohio, the region and the nation." BioOhio is a key player in the state and includes a large number of biomedical and pharmaceutical companies enlisted as its members.

- As described in this proposal, this MEng program will help to prepare students with versatile skills and mindset to meet the needs of a demanding and dynamic workforce. **Indicate whether the institution performed a needs assessment/market analysis to determine a need for the program. If so, briefly describe the results of those findings.**

If completed, upload the full analysis

Concept Paper Screening Rubric MEng Chem Biomed Egr.docx

Response to MAPI Feedback to Proposed Masters of Engineering in Chemical Engineering and Master in Engineering in Biomedical Engineering.docx

Indicate whether the institution consulted with advisory groups, business and industry, or other experts in the development of the proposed program. If so, briefly describe the involvement of these groups in the development of the program.

The program was reviewed by MAPI. MAPI comments and our response to those comments are included in the uploaded documents.

Indicate whether the proposed program was developed to align with the standards of a specialized or programmatic accreditation agency. If so, indicate whether the institution plans to pursue programmatic/specialized accreditation for the proposed program and provide a timeline for achieving such accreditation. If the program is already accredited, indicate the date that accreditation was achieved and provide information on the next required review.

This MEng program does not require accreditation. Nevertheless, the program and course outcomes will be assessed according to the CPB department's guidelines while following the general criteria established by ABET for engineering programs. The GPD, the CPB Chair, and the BME faculty will be responsible for the assessment of the program and course outcomes. These assessments will be reported annually to Miami University.

Collaboration with other Ohio institutions

Indicate opportunities for collaboration with Chancellor's Council on Graduate Studies (CCGS) member institutions.

Indicate whether the proposed program was developed in collaboration with another institution in Ohio. If so, briefly describe the involvement of each institution in the development of this request and the delivery of the program.

Student Services

Admissions policies and procedures

Describe the admissions requirements for the program. In your response, highlight any differences between the admission requirements for the program and for the institution as a whole.

A Bachelor of Science (BS) degree is required for admission to this program. Applicants must have completed their BS degree to enroll in this program, and no BS/MS double counting of courses is allowed. Similar to the Master of Science in Chemical and Biomedical Engineering at Miami University, the requirements for the current Miami students are a minimum GPA of 2.75, a curriculum vitae, a statement of purpose, and three letters of recommendation. For non-Miami applicants, the requirement is a minimum GPA of 2.75, a curriculum vitae, a statement of purpose, three letters of recommendation, GRE, as well as a TOEFL score of at least 95 for international applicants.

This program will be of interest to engineering graduates of Miami University and other national and international academic institutions. Furthermore, potential applicants of this program are those holding a BS degree in kinesiology, biology, microbiology, physics, chemistry, biochemistry, electrical engineering, and computer engineering. Non-engineering students will be required to complete the following prerequisites before formally being admitted to this MEng program:

- (i) Differential Equations for Engineers (MTH 245) or Linear Algebra and Differential Equations for Engineers (MTH 246),
- (ii) Electrical Circuit Analysis I (ECE 205),
- (iii) Statics and Mechanics of Materials (CPB 219) or Static Modeling of Mechanical Systems (MME 211),
- (iv) Chemical and Bio- Engineering Computation and Statistics (CPB 324) or equivalent (MME 202 or CSE 271 or ECE 302).

Students who wish to enroll in any elective listed under "Permission Required" (see the Course Offerings below) will need additional prerequisites or the permission of instructor.

Student administrative services

Indicate whether the student administrative services (e.g., admissions, financial aid, registrar, etc.) currently available at the institution are adequate to support the program. If new or expanded services will be needed, describe the need and provide a timeline for

acquiring/implementing such services.

The existing services are adequate.

Student academic services

Indicate whether the student academic services (e.g., career services, counseling, tutoring, ADA, etc.) currently available at the institution are adequate to support the program. If new or expanded services will be needed, describe the need and provide a timeline for acquiring/implementing such services.

The existing services are adequate.

Curriculum

Introduction

Description of the program to display in the <i>General Bulletin.</i>

The Master of Engineering in Biomedical Engineering offers a course intensive program and culminating experience (internship, industrial practicum, or non-thesis project). The mission of the program is to prepare graduates with the versatile skills and mindset to meet the needs of a demanding and dynamic career in the biomedical industry. Students have the opportunity to gain experience in areas such as tissue engineering, drug delivery, biomaterials, biomechanics, bioinstrumentation, biomedical optical imaging and sensing, cardiac electrophysiology, and FDA regulations.

Program goals and learning outcomes

List the specific student learning outcomes that students are to achieve by the time they complete this program.

Student learning outcomes

Outcome:
SLO #1 Apply knowledge of physics, mathematics, and engineering to formulate and solve biomedical engineering problems
SLO #2 Apply modern biomedical engineering tools and techniques for engineering practice
SLO #3 Collect, interpret, and analyze experimental data in industrial settings

SLO #4 Examine and ensure compliance with FDA regulations for approval of medical devices

Describe how the Program Learning Outcomes are operationalized in the curriculum. The Department of Chemical, Paper and Biomedical Engineering offers ABET accredited programs in (i) Chemical Engineering and (ii) Biomedical Engineering. Furthermore, the department offers a Master of Science (MS) Program in Chemical and Biomedical engineering. The assessment of these programs is performed each year, and the reports are submitted annually to Miami.

The program outcomes will be assessed according to the CPB department's guidelines while following the general criteria established by ABET for engineering programs. This will include the assessment of learning outcome by course instructors based upon student performance on exams and class assignments. Furthermore, the External Advisory Council of the department will be involved in the assessment of the program. Students' feedback regarding the achievement of program goals will also be collected for the assessment of this MEng program.

Course offerings

Bulletin Requirement Listing

Program Requirements

The total credits needed for the program is 30.

Course List

Code Title Credit Hours Required Courses

Select the following:

[CPB 517](#) Biomedical Engineering 3 [CPB 612](#) Engineering Analysis 3 or [CPB 614](#) Clinical Trials and Data Analysis

or [STA 672](#) Statistical Modeling and Study Design

Elective Courses 18-21 Recommended Electives:

[CPB 516](#) Biochemical Engineering

[CPB 519](#) Biomaterials

[CPB 523](#) Biomechanics

[CPB 526](#) Fundamentals of Tissue Engineering

[CPB 528](#) Engineering Principles in Medical Device Design

[CPB 552](#) Introduction to FDA Regulations and Medical Device Laws

[CPB 611](#) Transport Phenomena in Engineering

[CSE 556](#) Bioinformatic Principles

Course List

Code Title Credit Hours [CSE 570](#) Special Topics in CSE (Computational Genomics (3))

[CSE 616](#) Simulation of Physical Systems

[ECE 526](#) Biomedical Signal Analysis and Machine Learning

Other Electives - permission required (no more than 2 courses):

[EGM 511](#) Leading and Managing Projects

[ECE 525](#) Digital Signal Processing

[ECE 529](#) Digital Image Processing

[CSE 532](#) Machine Learning

[CSE 543](#) High Performance Computing & Parallel Programming

[CSE 588](#) Image Processing & Computer Vision

Any 500 or 600 level course in CPB, CSE, ECE, or MME.

Culminating Experience ¹ 3-6 Select one of the following:

[CPB 640](#) Internship

[CPB 704](#) Non-Thesis Project

[CPB 710](#) Industrial Practicum

Total Credit Hours 27-33 ¹

Students must register for 3-6 credit hours of [CPB 640](#), [CPB 704](#), or [CPB 710](#), which will serve as their culminating experience. The student will write a summary report and make a formal presentation, which should be evaluated and approved by a committee of a minimum of two (2) members with Miami University graduate level A or B standing.

Note: Applicants must have completed an undergraduate degree to enroll in this program, and no BS/MS double counting of courses is allowed.

Plan of Study/ Roadmap

This program offers flexibility in choosing electives that meet the career goals of students. The road map will depend on the courses each student will choose, as long as the prerequisites are respected.

Thesis

Non-Thesis

Non-Thesis Explanation

Students have the option to take either 3 - 6 credit hours of CPB 704 (a non-thesis project mentored by an engineering faculty) or choose between 3 - 6 credit hours of CPB 640 (Internship) or 3 - 6 credit hours of CPB 710 (Industrial Practicum).

Students who choose the non-thesis project must present their project to a committee formed by a minimum of two faculty members, and must take an additional 24 - 27 credit hours towards the coursework requirement.

Alternative delivery options

100% Face to face

Off site program components

Co-op/Internship/Externship

Brief description of Co-op/Internship/Externship component

Students who choose an internship experience will be required to spend at least 8 weeks in a medical device company or other biomedical facility. The College of Engineering and Computing (CEC) has a designated Director of Industrial Relations. This has resulted in identification of internship opportunities for CEC students. During the course of the internship, students will enroll in CPB 640. At the conclusion of the internship, students are required to submit an extensive report detailing the relationship between the work experience and the objectives of the MEng program, along with a self-evaluation survey. Furthermore, a detailed student performance report will be sought from the employer. The student's and employer's report will enable the instructor of the class to submit a letter grade for the student. CPB currently offers non-mandatory internship experiences for students (0 credit hours).

Students who choose an industrial practicum will apply their engineering coursework or research methodologies to the analysis and solution of an industrial problem in biomedical fields for at least 8 weeks. During the course of the industrial practicum, students will enroll in CPB 710. At the conclusion of the practicum, students are required to submit an extensive report detailing the relationship between the work experience and the objectives of the

MEng program, along with a self-evaluation survey. In addition, a detailed student performance report will be sought from the employer. The student's and employer's report will enable the instructor of the class to submit a letter grade for the student. CPB currently offers non-mandatory industrial practicum experiences for students (1 - 12 credit hours).

Assessment and Evaluation

Program assessment

Upload a copy of the assessment requirements/plan

List at least 3 specific student learning outcomes (SLOs) that the students are expected to achieve by the time they complete the program. If the program includes liberal education course(s), articulate any specific linkages between your stated SLOs and Miami Plan principles or competencies.

- Apply knowledge of physics, mathematics, and engineering to formulate and solve biomedical engineering problems
- Apply modern biomedical engineering tools and techniques for engineering practice - Collect, interpret, and analyze experimental data in industrial settings - Examine and ensure compliance with FDA regulations for approval of medical devices

Identify courses (and examinations or assignments within them) or other culminating projects where these outcomes are emphasized and can be measured, especially near the point of graduation. If relevant, specify any licensing or external exams you intend to use.

CPB 5XX/6XX courses - These are the same courses with the same SLOs as in the current M.S. program. This proposal for the M.Eng. uses the same courses as the M.S., but provides a non-thesis path for self-supporting students.

CPB 640 - description below

CPB 704 - description below

CPB 710 - description below

Students have the option to take either 3 - 6 credit hours of CPB 704 (a non-thesis project mentored by an engineering faculty) or choose between 3 - 6 credit hours of CPB 640 (Internship) or 3 - 6 credit hours of CPB 710 (Industrial Practicum).

Students who choose the non-thesis project must present their project to a committee formed by a minimum of two faculty members, and must take an additional 24 - 27 credit hours towards the coursework requirement.

Describe how you intend to evaluate the learning outcomes by means of the assignment(s)—e.g., rubric(s) or answer key(s) to exam.

The same evaluations that are currently used in our MS program.

Describe the sampling procedure. What percentage of your student body will comprise your sample? If the sample size is small, make the case that they adequately represent the whole.

The same procedure that is currently used in our MS program.

Describe how you intend to collect student perceptions of their achievement of the program learning outcomes.

The same procedure that is currently used in our MS program.

Describe your plans for regular (annual or biennial, depending on program size) collection and summary of data.

The same procedure that is currently used in our MS program.

Describe your plans for a regular faculty meeting in which faculty discuss assessment data findings and make plans for improvement of teaching and learning based upon the data.

The same procedure that is currently used in our MS program.

Identify who will be responsible for creating and submitting an annual assessment report to the assessment coordinator at the end of each academic year.

Dr. Keith Hohn (CPB Chair)

Other means of measuring student success

In addition to program assessment, describe the other ways that individual student success in the proposed program will be measured (e.g., exit interviews, job placement, alumni surveys). Describe the measurements to be used, frequency of data collection and how the results will be shared and used for program improvement.

1. Confidential exit surveys (every year)
2. Confidential interviews (every year) with:
 - (i) Program Director or Department Chair, and
 - (ii) CPB External Advisory Council
3. Job placement data (every year)
4. Employer survey (every three years)

Faculty

Faculty appointment policies

Describe the faculty designations available (e.g., professor, associate professor, adjunct,

instructor, clinical, etc.) for the proposed program's faculty.

Please see the attachment (faculty matrix).

Describe the credentialing requirements for faculty who will be teaching in the program (e.g., degree requirements, special certifications or licenses, experience, etc.).

Please see the attachment (faculty matrix).

Indicate whether the department will need to identify additional faculty to begin the proposed program. Also indicate the workload implications of the proposed program for existing faculty in the department. In particular, for existing faculty, explain how their workload will be adjusted to teach courses within the new program.

N/A

Program faculty

Provide the number of existing faculty members available to teach in the proposed program.

Full-time:

6

Less than full-time:

1

Provide an estimate of the number of faculty members to be added during the first two years of program operation.

Full-time:

Less than full-time:

Expectations for professional development/scholarship

Describe the institution's general expectations for professional development/scholarship activities by the proposed program's faculty. In your response, describe any differences in the expectations for tenure-track vs. non tenure-track faculty and for full-time vs. part time faculty. Indicate the financial support provided for such activities.

The faculty in the Chemical, Paper and Biomedical Engineering department will be involved in this program. Expectations for professional development and scholarship activities will be the same as for any faculty in the department, as laid out in the departmental governance documents.

Upload a faculty handbook outlining the expectations and documenting

support CPB Governance Document approved 4_6_21.pdf

Faculty matrix

Upload faculty matrix/CVs

Faculty Matrix_MEng_BME.docx

23 DS KellereCV.pdf

Library Resources

Describe the involvement of a professional librarian in the planning for the program (e.g., determining adequacy of current resources, working with faculty to determine the need for additional resources, setting the budget for additional library resources/services needed for the program). Please list the name of the librarian consulted.

The current Miami University Library holdings are sufficient to support the proposed MEng in Biomedical Engineering.

Describe the library resources in place to support the proposed program (e.g., print, digital, collections, consortia, memberships, etc.).

Print and digital media currently serving the existing Biomedical Engineering program will also serve the proposed MEng program.

Describe any additional library resources that will be needed to support the request and provide a timeline for acquiring/implementing such services. Where possible, provide a list of the specific resources that the institution intends to acquire, the collaborative arrangements it intends to pursue, and monetary amounts the institution will dedicate to the library budget to support and maintain the proposed program.

Not applicable

Budget, Resources, and Facilities

Resources and facilities

List the facilities/equipment currently available for the program. Where possible, provide a list of the specific resources that the institution intends to acquire, the collaborative arrangements it intends to pursue, and monetary amounts the institution will dedicate to the library budget to support and maintain the proposed program.

No additional equipment or resources is anticipated for offering this course-intensive MEng program.

Describe the institution's intent to incorporate library orientation and/or information literacy into the proposed program. In your response, describe any initiatives (e.g., seminars, workshops, orientations, etc.) that the institution uses or intends to use for faculty and students in the program.

Not applicable.

Budget/financial planning

Upload Fiscal Impact Statement for New Degree Programs

Fiscal Impact Statement for MEng BME 071122.xlsx

Use narrative to provide additional information as needed

Not applicable.

Additional Graduate Information

Describe the prospective enrollment for this program.

We anticipate an enrollment of about 15 students.

Describe efforts to enroll and retain underrepresented groups in the given discipline.

Efforts will be made to recruit more women and students of color. The Assistant Director of CEC outreach has been actively involved in helping to recruit students of color and minority groups into the CEC programs. In particular, we will reach out to HBCU institutions and participate in grant-writing efforts to make additional opportunities available to under represented minorities.

Additional comments

Reviewer Comments

Carolyn Haynes (haynesca) (Wed, 03 Aug 2022 12:36:10 GMT): Rollback: Please confer with Dean Crowder all new degree programs need to undergo the Miami Academic Program Incubator before the proposal is developed and submitted in CIM.

Courtney Thompson (kuhlmace) (Fri, 07 Jul 2023 19:44:22 GMT): Rollback: Please select a CIP code.

Courtney Thompson (kuhlmace) (Tue, 22 Aug 2023 16:15:28 GMT): Rollback: To update the bulletin title as discussed. Thanks, Keith!

Supporting documents

MEng in Biomedical Engineering.docx

Key: 507

Select any proposals you would like to bundle together for approval. Only proposals you have saved are available to bundle.

Bundle Title:

Course:

Proposal A

Program:

Proposal B

APPROPRIATION ORDINANCE 2023-XX

Whereas, an operating budget is to be authorized annually by the Board of Trustees; and

Whereas, the fiscal year 2024 operating budget was adopted in June 2023 by the Board of Trustees due to comply provisions of the budget bills under consideration by the Ohio General Assembly regarding fee caps; and

Whereas, market conditions continue present challenges for recruiting the incoming class requiring further investment in the University’s advertising and marketing strategies;

Now, Therefore, Be it Ordained: that the Board of Trustees adopts the revised budget as presented below;

	FY2024 Original	Change	FY2024 Revised
General Fund Expenditures			
Salaries	\$226,378,983	\$0	\$226,378,983
Staff Benefits	\$82,386,845	\$0	\$82,386,845
Scholarships, Fellowships & Fee Waivers	\$191,813,743	\$0	\$191,813,743
Less Financial Aid Discount	(\$155,049,011)	\$0	(\$155,049,011)
Utilities	\$16,409,094	\$0	\$16,409,094
Support Expense	<u>\$25,248,582</u>	<u>\$3,000,000</u>	<u>\$28,248,582</u>
Sub-Total General Fund Expenditures	\$387,188,236	\$3,000,000	\$390,188,236
General Fund Transfers			
Debt Service (Mandatory)	\$15,090,060	\$0	\$15,090,060
General Fee & Other (Non-Mandatory)	<u>\$58,950,061</u>	<u>\$0</u>	<u>\$58,950,061</u>
Total General Fund	\$461,228,357	\$3,000,000	\$464,228,357
Designated Funds	\$55,649,850	\$0	\$55,649,850
Restricted Funds	\$67,441,112	\$0	\$67,441,112
Auxiliary Enterprises:			
Expenditures	\$120,316,424	\$0	\$120,316,424
Debt Service (Mandatory)	\$46,939,732	\$0	\$46,939,732
Other Transfers	<u>\$21,107,656</u>	<u>\$0</u>	<u>\$21,107,656</u>
Total Auxiliaries	<u>\$188,363,812</u>	<u>\$0</u>	<u>\$188,363,812</u>
TOTAL	\$772,683,131	\$3,000,000	\$775,683,131

Be It Further Ordained: that the Senior Vice President for Finance and Business Services and Treasurer, with the approval of the President, may make such adjustments as are necessary in the operating budget within the limits of available funds or within the limits of additional income received for a specific purpose (“restricted funds”).

December 15, 2023

RESOLUTION R20XX

WHEREAS, each biennium Ohio's public colleges and universities are asked to submit a six-year Capital Improvements Request in accordance with capital funding guidelines provided by the Ohio Office of Budget and Management and the Ohio Department of Higher Education; and

WHEREAS, the proposed Capital Improvements Plan proposes renovation of Bachelor Hall in the first biennium and renovation of Center for Performing Arts in the Second and Third Biennia; and

WHEREAS, the proposed Capital Improvements Plan aligns with the criteria identified in the previous biennium's Ohio's Higher Education Capital Funding Commission's guiding principles, the university's current academic priorities, and existing facility condition needs; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Trustees hereby authorizes the 2025-2030 Capital Improvements Plan and 2025-2026 funding request; and

BE IT FURTHER RESOLVED: that the Senior Vice President for Finance and Business Services and Treasurer is hereby authorized to amend the 2025-2030 Capital Improvements Plan and Funding Request as may be required to conform to the instructions when received from Ohio's Higher Education Capital Funding Commission and/or changes in the allocation distribution made by the Ohio Office of Budget and Management and the Ohio Department of Higher Education.

**Six-Year Capital Program Request
FY 2025 - FY 2030**

Oxford Campus	
	<u>Project Amount</u>
<u>FY 2025 - FY 2026</u>	
Bachelor Hall Renovation	\$25,000,000
<u>FY 2027 - FY 2028</u>	
Center for Performing Arts Renovation	\$25,000,000
<u>FY 2029 - FY 2030</u>	
Center for Performing Arts Renovation	\$25,000,000

RESOLUTION R2023-xx

WHEREAS, Miami University's partnership with the Butler County Regional Transit Authority (BCRTA) is to provide transportation services supporting the Oxford, Middletown, Hamilton and Voice of America campuses and is now in its eleventh year; and

WHEREAS; Miami, BCRTA and the City of Oxford have collaborated on long-term planning for the development of a Multimodal Transportation Hub in close proximity to Miami's campus in Oxford, Ohio, which serves Miami students, faculty, and staff; and

WHEREAS; a site for the new facility has been identified on Miami University property at 97 W Chestnut Street known as Chestnut Fields, which until recently has been occupied by the Talawanda School District's transportation services department; and

WHEREAS; the BCRTA is seeking to enter into a long-term lease on a portion of the Chestnut Fields property to construct a new Multimodal Transportation Hub facility of approximately 55,000 GSF, a fueling station, and bus wash facility; and

WHEREAS; Miami University will benefit from the enhanced operational efficiency, improved care and maintenance of the bus assets and shared use of the facility; and

WHEREAS; the BCRTA has acquired funding from the Federal Transit Administration, Ohio Department of Transportation, other Ohio Public Transit funds and modest local funding to fulfill a project budget of approximately \$24 million with Miami University providing \$1.6 million towards the project as was committed to BCRTA in 2015; and

NOW, THEREFORE, BE IT RESOLVED; that the Board of Trustees authorizes the Senior Vice President for Finance and Business Services and Treasurer, to proceed in executing a lease agreement and other related instruments and documentation necessary to bring the BCRTA Multimodal Transportation Hub to completion; and to take any further action as reasonably necessary to effectuate the completion of the Multimodal Transportation Hub.

Executive Summary
for the
BCRTA Lease
December 15, 2023

Miami University and the Butler County Regional Transit Authority (BCRTA) have collaborated to provide local and regional transit services since 2013. A recent contract extension was executed to continue this collaboration through 2033. Since BCRTA maintains a public mass transportation system in Butler County and Miami provides independent transit services for university faculty, staff and students in several locations across the same county, the collaboration adds value for both parties. Miami and BCRTA have endeavored to create a multimodal transit hub to the Oxford and University communities through cooperative education, grant-seeking and relationship building. BCRTA has raised more than \$22,500,000 toward this project and Miami has committed \$1,600,000 in local funding along with a 40-year property lease on which the Multimodal Transit Hub will be constructed and operated.

The proposed location for the land lease on which the Multimodal Transit Hub is to be constructed is located at 97W Chestnut Street. Miami University purchased the 27-acre site from the Talawanda School District in 2014. The high school facility was razed, but the purchase agreement allowed the school district to continue using approximately 7-acres of land with the existing bus maintenance, dispatch, storage facility and a fueling station. These facilities were vacated by the Talawanda School District during the summer of 2023. It is this portion of the property that is intended to be leased to BCRTA for the construction of the new facility.

In addition to strengthening the transportation options in and around Oxford, the new facility will act as a ticketing agent for the proposed Amtrak platform which is adjacent to this site. The lease agreement will provide bus and equipment wash services and upgraded fueling stations for Miami University fleet vehicles and equipment.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”), made as of this ____ day of _____, 20__ (the “**Effective Date**”), by and between **Miami University**, a public institution of higher education established and existing under the laws of the State of Ohio having a principal place of business at 501 E. High Street, Oxford, Butler County, Ohio 45056 (“**Miami**”), and **Butler County Regional Transit Authority**, an Ohio regional transit authority having a principal place of business at 3045 Moser Court, Hamilton, Butler County, Ohio 45011, as Lessee (“**BCRTA**”),

W I T N E S S E T H:

WHEREAS, Miami is the owner of certain parcels of land situated in Butler County, Oxford, Ohio, identified in the Butler County Auditor’s Office (the “**Auditor’s Office**”) as Tax Parcel Number H4000115000004 and H4000115000007 (the “**Miami Parcels**”) as more particularly described on Exhibit “A” attached hereto and made a part hereof;

WHEREAS, Miami, in conjunction with, by, and through BCRTA desires to bolster the public transit infrastructure and amenities in Butler County, Ohio, by permitting the BCRTA to construct a multimodal transportation facility upon the Facility Parcel in order to support regional job-seekers and education-seekers, transit-dependent families, local residents and visitors, which BCRTA intends to call the Chestnut Street Shared Services Facility and Multimodal Station (the “**Multimodal Facility**”);

WHEREAS, Miami and BCRTA intend to execute a ground lease agreement (the “**Ground Lease**”) whereby BCRTA will lease the Facility Parcel from Miami upon the terms and conditions set forth in the Ground Lease for an initial lease term of forty (40) years (the “**Lease Term**”);

WHEREAS, as a condition of the Ground Lease, BCRTA will construct the Multimodal Facility;

WHEREAS, to facilitate the construction and operation of the Multimodal Facility, Miami desires to permit BCRTA access over portions of the Miami Parcels on and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound hereby, Miami and BCRTA hereby agree as follows:

1. Incorporation. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

2. Definitions. In addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

“**Licenses**” shall mean, collectively, the Access License and the Construction License.

“**License Areas**” shall mean the Access License Area and the Construction License Area.

“**Owner**” shall mean the then record holder of fee simple title to any portion of the Miami Parcels.

“**Parcel**” shall mean the Miami Parcels or the Facility Parcel, as the case may be.

“**Facility Parcel**” shall mean that certain parcel of real property located in Butler County, Ohio which is owned in fee simple by Miami and more commonly known as Tax Parcel Number H4000115000004.

“**Party**” shall mean either Miami or BCRTA and their respective successors and assigns; the “**Parties**” shall mean Miami and BCRTA as their interests may appear.

“**Permittees**” shall mean the respective employees, agents, contractors, customers, tenants, subtenants, invitees and licensees of Miami and BCRTA, as applicable.

3. Access License.

(a) Pursuant to the terms and conditions set forth herein, Miami, as Owner of the Miami Parcel, hereby declares, establishes, creates and grants in favor of the BCRTA a temporary non-exclusive license and right-of-way (the “**Access License**”), subject to all matters of record, for the benefit of the BCRTA over and across the Access License Area (as hereinafter defined) for vehicular and pedestrian (but not for parking purposes) ingress and egress to and from the Miami Parcels to Chestnut Street. The Access License shall be for the non-exclusive benefit of the BCRTA, and its Permittees. As between Miami and BCRTA, BCRTA shall maintain, or cause to be maintained, the Access License Area in accordance with all laws and in good and safe condition. The Access License shall run with the leasehold estate granted by Miami to BCRTA pursuant to the Ground Lease and inure to the benefit of any successor tenant, subtenant, assignee, or other transferee of BCRTA’s interest under said Ground Lease which has been approved by Miami in writing (such approval not to be unreasonably withheld, conditioned, or delayed) for the construction, operation, use, and maintenance of the Multimodal Facility.

(b) The “**Access License Area**” as used in this Agreement shall mean those portions of the Miami Parcel that are intended to be used from time to time for a driveway, driving area or access area for the passage and accommodation of pedestrians and vehicles, but not for parking purposes and that are reasonably necessary to access the Miami Parcels to and from

Chestnut Street over and across that those areas located on the Miami Parcels and depicted on Exhibit “B” attached hereto and made a part hereof.

(c) To the extent within Miami’s power and control, Miami shall not cause or permit any unreasonable disruption, obstruction or damage at, in, or on the Miami Parcel, nor shall Miami cause or permit any loitering, nuisance or debris to accumulate at or on the Miami Parcel, including, without limitation, in or on the Access License Area. Notwithstanding anything set forth herein to the contrary, BCRTA may install fencing and gates in, on, and/or around the Access License Area in order to control access to the Access License Area consistent with the use of the Miami Parcel as a multimodal transportation facility. If requested by Miami, BCRTA shall promptly remove all fencing and gates installed by BCRTA upon the expiration or earlier termination of the Lease Term. Miami will use commercially reasonable efforts to provide written notice of such request to BCRTA twelve (12) months prior to the end of the term described in Section 11(a) hereafter, provided that Miami’s failure to provide such advance notice shall not relieve BCRTA from its obligations under this Section 3(c). If Miami fails to provide BCRTA with twelve (12) months prior notice, then BCRTA’s time for performance hereunder shall be deemed extended so that BCRTA has up to twelve (12) months to remove the fences and gates.

4. Construction License.

(a) Pursuant to the terms and conditions set forth herein, Miami, as the Owner of the Miami Parcel, hereby declares, establishes, creates and grants in favor of BCRTA, as the tenant holding a leasehold interest, a temporary, exclusive license and right for the benefit of the leasehold premises over and across the Construction License Area (as hereinafter defined) for BCRTA’s use to aid in the construction, installation, maintenance, use, repair, replacement and/or removal of transit station facilities on the Miami Parcel (the “**Construction License**”). Miami, as the owner of the servient tenement, and its respective Permittees, shall use the Construction License Area for purposes in aid of the construction on the Miami Parcel of a transit station facility only in accordance with this Agreement and for no other purpose.

(b) The “**Construction License Area**” shall mean that area located on the Miami Parcel as depicted and filled with diagonal lines on Exhibit “B” attached hereto and made a part hereof.

5. Maintenance of Access License Area and Construction License Area. The expense of maintaining the Access License Area and the Construction License Area shall be allocated between Miami and BCRTA at the time such maintenance is needed based upon their mutual agreement considering the amount of use each party makes of the Access License Area and the Construction License Area. The parties agree to negotiate in good faith to reach agreement as to the division between them of such maintenance expense considering such factors, including but not limited to, (a) the quantity of the license area used by each party, (b) the frequency of use by each party, (c) the nature of the use by each party, (d) the wear and tear on the license area attributable to each party’s use, and (e) whether the need for maintenance is attributable to the negligent acts or omissions of a particular party. The maintenance shall be in accordance with all

applicable laws and designed to keep the Access License Area and the Construction License Area in good condition and repair at all times.

6. Restoration of Access License Area and Construction License Area. As soon as practical after substantial completion of the initial construction of the Multimodal Facility, BCRTA shall restore the Access License Area and Construction License Area to the condition the Access License Area and Construction License Area were in immediately prior to the BCRTA's commencement of construction, at BCRTA's sole cost and expense.

7. Right to Modify or Assign. This Agreement may be terminated, extended, modified or amended only by written agreement signed by the Parties and recorded in the Butler County, Ohio, Recorder's Office.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Miami Parcel to the general public, or for any public use or purpose whatsoever.

9. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective operations, businesses, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

10. Governing Law. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

11. Release of Liability Following Transfer of Title. The transferee in any sale, transfer or other conveyance of the Miami Parcel, or any portion hereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that Miami, or its successors, was heretofore obligated to perform as respects the Miami Parcel or part thereof so conveyed and agrees, upon request to execute an instrument, in recordable form, which is legally sufficient to evidence such assumption.

12. Term.

(a) With respect to the Access License, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until the expiration of the forty (40) year Lease Term of the Ground Lease, and any extensions agreed to in writing by and between Miami and BCRTA. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the

other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

(b) With respect to the Construction License, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until the acquisition, construction and installation of the Multimodal Facility has been substantially completed and a temporary or final certificate of occupancy has been issued therefor. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

13. Mortgages. This Agreement shall not restrict a Party's right to assign or convey its interest in its Parcel, its leasehold, or in this Agreement to a mortgagee as additional security or collateral security. However, any and all mortgages granted to a mortgagee on any Parcel, leasehold, or this Agreement shall be subordinate and subject to this Agreement and any person foreclosing any such mortgage or acquiring title to the premises affected thereby shall acquire title subject to all of the terms of this Agreement.

14. Miscellaneous. All references in this Agreement to the single number and neuter gender shall be deemed to mean and include the plural number all genders, and vice versa, unless the context shall otherwise require. The headings contained herein are for convenience only and shall not affect the interpretation of this Agreement. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESS:

MIAMI:

MIAMI UNIVERSITY, an Ohio public institution of higher education

By: _____

Name: _____

Title: _____

WITNESS:

BCRTA:

BUTLER COUNTY REGIONAL TRANSIT AUTHORITY, an Ohio regional transit authority

By: _____

Name: _____

Title: _____

[Signature Page to License Agreement]

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of **MIAMI UNIVERSITY**, an Ohio public institution of higher education, which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said Miami University, being thereunto duly authorized by said University; that the same is his/her free act and deed and the free act and deed of said Miami University. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of **BUTLER COUNTY REGIONAL TRANSIT AUTHORITY**, an Ohio regional transit authority, which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said Butler County Regional Transit Authority, being thereunto duly authorized by said Regional Transit Authority; that the same is his/her free act and deed and the free act and deed of said Butler County Regional Transit Authority. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT "A"
MIAMI PARCELS

[LEGAL DESCRIPTION TO BE CONFIRMED]

EXHIBIT “B”

DEPICTION OF ACCESS LICENSE AREA AND CONSTRUCTION LICENSE AREA

[LEGAL DESCRIPTION TO BE CONFIRMED]

AND

DEPICTION TO BE ADDED

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this “Agreement” or this “Lease”) is made as of the Effective Date (as defined in **Article I** below) by and between MIAMI UNIVERSITY, a public institution of higher education established and existing under the laws of the State of Ohio having a principal place of business at 501 E. High Street, Oxford, Butler County, Ohio 45056, as Lessor (the “University”); and BUTLER COUNTY REGIONAL TRANSIT AUTHORITY, an Ohio regional transit authority having a principal place of business at 3045 Moser Court, Hamilton, Butler County, Ohio 45011, as Lessee (“BCRTA”).

W I T N E S S E T H:

WHEREAS, BCRTA presently maintains and operates a public mass transportation system in Butler County, Ohio;

WHEREAS, convenient and affordable transportation for administrators, faculty, staff and students of the University to, from, and around the University is critical to the educational mission of the University;

WHEREAS, BCRTA desires to bolster the public transit infrastructure and amenities in Butler County, Ohio, by constructing the Project (as defined in **Article I** below), which is designed to support regional job-seekers and education-seekers, transit-dependent families, local residents and visitors;

WHEREAS, the Project’s intended site, located at TPN: H4000115000007, H4000115000008 and H4000115000011), is owned in fee simple by the University (the “Project Site”), and BCRTA desires to lease a portion of the Project Site for purposes of constructing improvements thereon, including all building fixtures, equipment and such other improvements which collectively, upon completion, shall comprise the Project;

WHEREAS, contemporaneous to entering into this Lease, the BCRTA is actively applying for and securing funding in the form of grants from federal and state authorities and local contributions to provide financing critical to ensure completion of the Project; and

WHEREAS, the BCRTA and the University now seek to enter into this Lease for the entirety of the Premises (as defined in **Article I** below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and the BCRTA, each intending to be legally bound, agree as follows:

Article I. DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent.

(a) “Affiliate” means any person which is controlled by the BCRTA or its successor agency, which controls the BCRTA or its successor, or which is under common control with the BCRTA or its successor.

(b) “Authorized BCRTA Representative” means the individual who signs this Lease for and on behalf of the BCRTA, who is hereby appointed by the BCRTA to serve in such capacity.

(c) “**BCRTA**” means Butler County Regional Transit Authority, lessee hereunder, an Ohio regional transit authority authorized to do business in the State of Ohio and its successors and assigns, including any surviving, resulting or transferee entity as provided in **Section 8.03** hereof.

(d) “**Commencement Date**” means the date of BCRTA’s opening for business as a multimodal transportation site to the general public in the Premises. Tenant agrees to complete the Acceptance Letter, attached hereto as **Exhibit D**, signifying the Commencement Date of the Lease and the commencement date of the payment of Rent for the Premises. University and BCRTA acknowledge and agree, in the event of any conflict between this Lease and the Acceptance Letter, such fully executed Acceptance Letter shall control and prevail.

(e) “**Completion Date**” means the date of completion of the acquisition, construction and installation of the Project, as certified in writing by BCRTA to University.

(f) “**Construction Period**” means the period commencing on the date on which the first disbursement of monies are disbursed by the Project Manager in conjunction with construction of the Project, and ending on the Completion Date.

(g) “**Federal Interest**” has the meaning set forth in **Section 8.12** of this Agreement.

(h) “**FTA**” means the Federal Transit Administration.

(i) “**Default Rate**” means the index rate, base rate or reference rate from time to time published as the Wall Street Journal Prime Rate (being the base rate on corporate loans posted by at least 70% of the nation's top 10 banks by assets).

(j) “**Effective Date**” means the date that this Lease is signed by both University and BCRTA.

(k) “**Environmental Contamination**” means the presence of Hazardous Material(s) in concentrations which require remediation under applicable Environmental Laws.

(l) “**Environmental Laws**” means any federal, state or local law, ordinance, regulation or order relating to the protection of or regulation of the environment or public health or safety, including cleanup of Hazardous Materials.

(m) “**Event of Default**” means any of the events described in **Section 10.01** hereof.

(n) “**Granting Authority**” means any governmental or quasi-governmental agency or authority, including but not limited to the FTA, the United States Department of Transportation, its agents, employees and representatives responsible for granting and dissemination of BUILD discretionary grant funds, the State of Ohio Department of Transportation, its agents, employees and representatives for distribution and dissemination of TIGER grant funds, or any other governmental agency or authority, from which funding for the Project has been obtained.

(o) “**Hazardous Materials**” means all chemicals, substances and/or materials listed under or otherwise governed or regulated by any Environmental Laws including, without limitation, hazardous or toxic substances, hazardous wastes or hazardous materials, petroleum products or any constituents thereof.

(p) “**Lease**” and “**Agreement**” means this instrument.

(q) “**Lease Term**” and “**Term**” means the duration of the leasehold interest created by this Lease as specified in **Section 5.01** hereof.

(r) “**Leasehold Interest**” means the interest of the BCRTA in the Premises pursuant hereto, subject to the Permitted Encumbrances.

(s) “**Net Proceeds**”, when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

(t) “**Permitted Encumbrances**” means, as of any particular time, (i) this Lease and the security interests created herein, (ii) [intentionally omitted], (iii) utility, access or other easements and rights of way, restrictions, reservations, reversions and exceptions in the nature of easements that the BCRTA certifies will not materially interfere with or impair the operations being conducted at the Project, (iv) unfiled and inchoate mechanics' and materialmen's liens for construction work in progress, (v) architects', contractors', subcontractors', mechanics', materialmen's, suppliers', laborers' and vendors' liens or other similar liens not then payable or permitted to exist as provided in **Section 6.01(c)** hereof, (vi) subleases to operators of portions of the Premises, (vii) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title that do not materially impair the Premises affected thereby for the purpose for which it was acquired or is held by the BCRTA, and (viii) Permitted Exceptions described in the Title Policy.

(u) “**Premises**” means a portion of the Project Site that is described on **Exhibit A**, and includes the land depicted on **Exhibit B**, together with all easements, hereditaments, tenements and other rights and privileges of any kind appurtenant thereto, less such real estate and interests in real estate as may be taken by the exercise of the power of eminent domain as provided in **Section 7.02** hereof, and subject to any and all existing rights, obligations, easements, licenses, restrictions, agreements and other instruments of record or reserved herein.

(v) “**Project**” means that certain multimodal transportation facility constructed in Butler County, Ohio, consisting of land, improvements to be constructed thereon or therein, building fixtures and building equipment installed or to be installed thereat, and shall be comprised of the Premises, the Project Improvements and the Project Equipment, as they may at any time exist. BCRTA intends to call the Project *The Chestnut Street Shared Services Facility and Multimodal Station*.

(w) “**Project Equipment**” means the building fixtures and building equipment acquired and/or installed with the proceeds of any payment by BCRTA or the Tenant Improvement Allowance (defined herein) pursuant to **Section 4.05** hereof and any item of property acquired and installed in substitution therefor and renewals and replacements thereof pursuant to **Sections 6.02, 7.01, and 7.02** hereof, less such property as may be released from this Lease pursuant to **Section 6.02** hereof or taken by the exercise of power of eminent domain as provided in **Section 7.02** hereof, but not including any of the BCRTA's own machinery, equipment and related property installed under the provisions of **Section 6.01** hereof. The Project Equipment insofar as it will be initially installed as a part of the Project shall be more fully described on **Exhibit C**. The parties acknowledge that **Exhibit C** cannot be fully prepared until after the Commencement Date.

(x) “**Project Funds**” means all monies secured by the BCRTA relative to construction of the Project as identified herein, including governmental grants received from the Granting Authorities and the Tenant Improvement Allowance (defined herein) provided by the University.

(y) “**Project Improvements**” means, collectively, the buildings, structures, fixtures and other improvements heretofore constructed or to be constructed in conjunction with the Project and comprising the Premises, but not constituting a part of the Project Equipment, the acquisition, construction or installation of

which or the improvements or replacements thereto, in whole or in part, are to be acquired with the proceeds from the Project Funds.

(z) “**Project Manager**” means the individual appointed by the BCRTA to provide project oversight and to serve as the lead development coordinator relative to the Project. Notwithstanding anything herein to the contrary, the Project Manager may either be an employee of the BCRTA or an independent third party, whichever the BCRTA shall choose in its sole discretion.

(aa) “**Talawanda**” means the Board of Education of the Talawanda City School District.

(bb) “**Talawanda Lease**” means that certain Lease Agreement by and between the University and Talawanda, dated as of April 15, 2019.

(cc) “**Tenant Improvement Allowance**” means the grant of One Million, Six Hundred Thousand Dollars (\$1.6 Million) by the University to the BCRTA to be used by BCRTA for purposes of constructing and completing the Project as contemplated herein. The Tenant Improvement Allowance shall be paid to BCRTA only after the remaining cost to complete the Project is less than Nine Million Dollars (\$9,000,000) as indicated on the Schedule of Values to be prepared by the Contractor (or Construction Manager, as the case may be) and updated on a regular basis, not less than monthly, and timely delivered to University for its review. University shall pay the Tenant Improvement Allowance to BCRTA within fourteen (14) business days after (i) all other Project Funds are secured and committed from all other sources, (ii) University’s receipt of written notice from BCRTA and the Contractor or Construction Manager for the Project certifying that the Project has progressed so that there is less than Nine Million Dollars (\$9,000,000) needed to complete the Project, as measured against the Schedule of Values, and (ii) University’s review and confirmation of the same.

(dd) “**Termination for Convenience Right**” has the meaning set forth in **Section 3.01** of this Lease.

(ee) “**Title Policy**” means the owner's policy of title insurance that will be procured by the University as required under this Agreement.

Section 1.02 Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used.

(b) Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(c) All references herein to particular Sections are references to Sections of this Lease.

(d) Any certificate or statement required to be delivered under the provisions of this Lease shall, in the absence of manifest error, be deemed to be conclusive evidence of the truth, correctness and accuracy of the matters covered in such certificate or statement.

Article II. REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the University. The University makes the following representations and warranties:

(a) Organization and Authority. The University is a public body corporate and politic, created and validly existing pursuant to the Constitution and laws of the State of Ohio. The University has the power to

enter into the transactions contemplated herein and to perform and observe all such obligations in accordance with the terms hereof. By proper corporate action, the University has duly authorized the execution and delivery of this Lease and all instruments as may be required to effectuate the same.

(b) Agreements are Legal and Authorized. The execution and delivery by the University of the Lease and the compliance by the University with all of the provisions hereof and the consummation of the transactions contemplated hereby (to the extent such provisions and consummation are within the control of the University): (i) are within the power of the University, (ii) will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, or any commitment, agreement or instrument of whatever nature to which the University is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the University or any of its activities or properties, which would have a material adverse impact on the University's ability to perform its obligations hereunder, (iii) will not result in the creation or imposition of any material and prohibited lien, charge or encumbrance on the Project or the Premises; and (iv) have been duly authorized by all necessary action on the part of the University. The University is not subject to any charter, law, contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the University from entering into this Lease or any instruments pertaining thereto, or performing any of its obligations thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights.

(c) No Prior Pledge. Neither this Lease nor the receipts and revenues generated hereunder have been pledged or hypothecated in any manner or for any purpose, other than as may be specifically set forth herein.

(d) Enforceability. This Lease is a legal, valid and binding limited obligation of the University enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(e) Pending Litigation. There are no actions, suits, proceedings, inquiries or investigations pending, or to the best knowledge of the University threatened against or affecting the University in any court or before any governmental authority or arbitration board or tribunal which is reasonably anticipated to materially and adversely affect the transactions contemplated by this Lease or which may be reasonably anticipated to adversely affect the validity or enforceability of the Lease or the ability of the University to perform its obligations hereunder.

(f) Environmental Condition of the Premises. To the best knowledge of the University, except as may be set forth in the Phase I Environmental Site Assessments dated May 6, 2021, July, 2013 and May, 2013 or the Pre-Demolition Asbestos Survey completed by Westech Environmental dated April 4, 2023, or as set forth in the anticipated forthcoming Phase II Environmental Assessment to be performed at Talawanda's expense by a third-party environmental assessor, the Premises have not previously nor are they presently the subject of any ongoing claim of or investigation into an event of Environmental Contamination.

Section 2.02 Representations and Warranties by BCRTA. The BCRTA makes the following representations and warranties:

(a) Organization and Power. BCRTA is an Ohio regional transit authority, duly organized and validly existing under the laws of the State of Ohio. BCRTA has the power and authority to enter into this Lease and to perform and observe its obligations contained herein in accordance with the terms hereof, and has,

by proper action, been duly authorized to execute, deliver and perform this Lease in accordance with the terms hereof.

(b) Pending Litigation. To the best knowledge of the BCRTA, there are presently no actions, suits, proceedings, inquiries or investigations pending, threatened against or affecting the BCRTA in any court or before any governmental authority, arbitration board or tribunal which is reasonably anticipated to materially and adversely affect the Project or the transactions contemplated by this Lease or which is reasonably anticipated to adversely affect the validity or enforceability of the Lease or the ability of the BCRTA to perform its obligations hereunder.

(c) Agreements Are Valid and Authorized. The execution and delivery by the BCRTA of the Lease and the compliance by BCRTA with all of the provisions hereof and the consummation of the transactions contemplated hereby (to the extent such provisions and consummation are within the control of the BCRTA): (i) are within the power of the BCRTA, (ii) will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, or any commitment, agreement or instrument of whatever nature to which the BCRTA is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the BCRTA or any of its activities or properties, which would have a material adverse impact on the BCRTA's ability to perform its obligations hereunder, (iii) will not result in the creation or imposition of any material and prohibited lien, charge or encumbrance on the Project or the Premises; and (iv) have been duly authorized by all necessary action on the part of the BCRTA.

(d) Governmental Consents. To the best knowledge of the BCRTA, neither the BCRTA nor any of its business or properties, nor any relationship between the BCRTA and any other person, nor any circumstance in connection with the execution, delivery and performance by the BCRTA of its obligations under this Lease, is such as to require the consent, approval or authorization of, or the filing, registration or qualification with any governmental authority on the part of the BCRTA, other than those already obtained or required to be obtained as of the Effective Date.

(e) No Defaults. No event has occurred and no condition exists with respect to the BCRTA that would constitute an Event of Default (as defined herein) under this Lease or which, with the lapse of time or with the giving of notice or both would become an Event of Default hereunder.

(f) Governmental Approvals. The Project has been or will be acquired, constructed and installed in such manner as to conform in all material respects with all applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction over the Project and all necessary utilities will be available in all material respects to the Project.

(g) Enforceability. This Lease is a legal, valid and binding obligation of the BCRTA enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(h) Operation of the Project. From and after the Effective Date, BCRTA will develop, construct, maintain, and operate the Project or cause it to be developed, constructed, maintained, and operated in a manner consistent with all applicable federal, state and/or local laws and ordinances, including but not limited to any and all FTA regulations governing the use of the Project.

Article III. DUE DILIGENCE, LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.01 Due Diligence.

(a) Commencing on the Effective Date of this Lease and continuing for a period of ninety (90) days thereafter, BCRTA shall have the right to complete, at BCRTA's sole cost and expense, all physical and legal inspections and testing of the Premises it deems necessary or desirable ("**Due Diligence**"). The Due Diligence may include, but shall not be limited to, such due diligence items as BCRTA may determine in its sole discretion, including without limitation, obtaining an appraisal, survey, title examination, zoning reports, property condition assessment, evaluation of utilities, environmental studies, and availability of appropriate governmental/licensing approvals and entitlements. Except as expressly set forth herein, BCRTA shall obtain the Due Diligence information at its sole cost and expense. In order to conduct the Due Diligence, University shall permit access to the Premises by BCRTA, its agents, employees and contractors for inspection and testing of the condition of the Premises, provided that BCRTA gives University twenty-four (24) hours' prior notice of each inspection time, and provided that BCRTA shall cause its contractors conducting inspection and testing to be responsible for all damage to the Premises or injury to persons occurring as a result of such inspection and testing.

(b) If BCRTA is satisfied with the results of the Due Diligence, BCRTA will deliver written notice of this determination to University on or before the expiration of the Due Diligence Period (a "**Confirmation Notice**"). If BCRTA is not satisfied with the results of its Due Diligence, it may deliver written notice to University describing the conditions that must be corrected in order to induce BCRTA to Lease the Property (an "**Objection Notice**") on or before the expiration of the Due Diligence Period. If BCRTA delivers an Objection Notice to University, University will not be obligated to cure any matter described in the Objection Notice, except to remove mortgages, judgment liens or similar encumbrances. However, University will have up to thirty (30) days after its receipt of an Objection Notice (such 30-day period, the "**University Cure Period**") to attempt to remedy the objection(s) to BCRTA's satisfaction, or to confirm that the objection(s) will be remedied at or before the Commencement Date. If University remedies the objection(s) to BCRTA's satisfaction in BCRTA's sole discretion, BCRTA will issue a Confirmation Notice. If University does not remedy the objection(s) to BCRTA's satisfaction within the University Cure Period, BCRTA will have the right to terminate this Lease by delivering written notice to University (a "**Termination Notice**") within thirty (30) days following the expiration of the University Cure Period. Notwithstanding any other provision of this Lease, BCRTA has the right to terminate the Lease for its convenience by delivering a Termination Notice (without Objection Notice) to University at any time before the expiration of the Due Diligence Period ("**Termination for Convenience Right**"). If BCRTA fails to deliver a Confirmation Notice, Objection Notice or Termination Notice to University prior to the expiration of the Due Diligence Period, BCRTA shall be deemed to have waived all objections to the condition of the Premises and all exceptions to title shall become Permitted Exceptions.

Section 3.02 Lease of the Premises. Subject to all Permitted Encumbrances, effective as of the Effective Date, the University hereby leases the Premises to the BCRTA and the BCRTA hereby leases the Premises from the University, including the Project to be constructed thereon, at the rental rate and for the Lease Term as forth in **Section 5.01** hereof, and in accordance with all other provisions of this Lease. Furthermore, during the Construction Period, the University hereby grants to the BCRTA temporary easements and/or licenses (as appropriate) over and across its lands adjoining the Premises for the purposes of acquiring, constructing, installing and maintaining the Project, as set forth in **Section 4.01** hereof. Such temporary easements and/or licenses shall expire on the Completion Date, whereupon the BCRTA shall have possession of the Premises, construction of the Project shall be complete and the Lease Term and the Leasehold Interest (an "estate for years") shall commence, subject to any easements and/or licenses retained by the University. The University hereby agrees that third parties shall be entitled to rely on the authorization and appointment set forth in this paragraph. Notwithstanding the foregoing or anything to the contrary contained herein, the University hereby

reserves the easements depicted on **Exhibit B** for itself and its successors and assigns, which such easements shall be deemed Permitted Encumbrances. BCRTA represents and warrants that BCRTA will, in the exercise of its reasonable discretion, grant or permit the University to record additional easements as may be necessary for the reasonable use of the Project Site or other adjacent property owned by the University provided the granting of such easements does not materially impair the BCRTA's use and enjoyment of the Premises.

Section 3.03 Title. Commencing on the Commencement Date, and continuing during the Lease Term, BCRTA shall have a leasehold interest in the Premises and shall have ownership of the Project during the Lease Term. In accordance with and subject to the terms hereof, the University hereby agrees to accept ownership of and title to the property and improvements that are to comprise the Project and Premises, when the same are conveyed to the University at the conclusion of this Lease or earlier termination hereof, by, or on behalf of, the BCRTA. The University acknowledges that in order to take title to the Project, payment to the FTA or its successor may be required as a matter of federal law. Pending such conveyance, the University disclaims any interest in the equipment and improvements comprising the Project, as well as all other items of equipment that are neither paid for with proceeds of any Project Funds, nor additions or alterations, replacements or substitutions therefor. The University shall not otherwise encumber the Premises or any part thereof, except with the written consent of BCRTA which shall not be unreasonably denied. The University will do no act to impair its title to the Premises without the permission of BCRTA, except in the event BCRTA commits an Event of Default (beyond any applicable cure periods) or otherwise fails to perform its obligations under this Lease (beyond any applicable cure periods). Except as expressly set forth herein, the University makes no warranty as to the design, suitability, condition or fitness for purpose of the Project. The University agrees that it shall, upon request of the BCRTA, join where necessary in any proceeding to protect and defend the University's title in and to the Premises, provided that the BCRTA and University shall evenly split the costs of any such proceeding, except in the event the proceeding was instituted as a result of, or in connection with the negligence or willful misconduct, or a default under this Lease by one of the parties to this Lease in which case, to the extent permitted by law, the costs of any such proceeding shall be the responsibility of the party that committed the negligence or willful misconduct, or a default under this Lease. The University acknowledges and agrees that the termination of this Lease will not terminate or adversely affect the lease or sublease of the tenants or subtenants of the Premises. Further, so long as there shall not have occurred and be continuing an Event of Default under this Lease, if applicable the University hereby agrees to enter into from time to time, upon the prior written request of the BCRTA, a Non-Disturbance and Attornment Agreement in form and substance reasonably agreeable to University benefiting tenants and subtenants of the Project ensuring that the termination of this Lease will not terminate the lease or sublease of the tenants and subtenants of the Premises.

Section 3.04 Quiet Enjoyment. Providing no Event of Default exists beyond any applicable cure periods and is continuing hereunder, BCRTA shall have the right of quiet enjoyment and peaceable possession of the Premises, free from all claims of all persons whomsoever acting by, through or under the University, including but not limited to Talawanda, throughout the Lease Term, subject to the terms of this Lease. Provided no Event of Default exists beyond any applicable cure periods and is continuing, the University agrees that it will not take or cause another party to take any action to interfere with the BCRTA's peaceful and quiet enjoyment of the Premises during the Lease Term. The University agrees that, provided no Event of Default exists and is continuing, in the event the peaceful and quiet enjoyment of the Premises shall otherwise be denied to the BCRTA or contested by anyone, the University shall, upon request of the BCRTA, take commercially reasonable steps under the circumstances to protect and defend the quiet enjoyment of the BCRTA, provided that, unless such denial or contest shall result from the negligence or willful misconduct of the University, the costs related to such steps shall not be borne by the University. The provisions of this Section shall apply so long as the BCRTA shall perform the covenants, conditions and agreements to be performed by it hereunder, or so long as the period for remedying any default in such performance shall not be expired.

Section 3.05 Limitations of Warranties. The warranties and covenants and other obligations of the University hereunder shall be limited to the extent of the University's interest in the Premises and such amounts as may be collected from time to time from the BCRTA under this Lease; provided, however that nothing contained in this Section shall restrict the University's liability resulting from the University's gross negligence or willful misconduct.

Section 3.06 Agreement of the University to Execute Amendment to Ground Lease Agreement. The University and the BCRTA understand and agree that portions of the Premises and/or items of the Project Equipment may, from time to time, need to be removed from this Lease in accordance with the provisions hereof and, similarly, that certain items of personal and real property may be acquired by the BCRTA and/or the University or may be acquired directly by the University for inclusion in the Project. The University agrees to execute from time to time an amendment or amendments to this Lease, in reasonable form, containing reasonable, mutually agreeable, terms as necessary to facilitate such adjustments; provided, however, that the University may withhold its consent and signature from any amendment that would extend the Lease Term of this Lease, in its sole and exclusive discretion.

Section 3.07 Easements and Licenses. The University and the BCRTA each covenant and agree that the University shall grant the Premises and BCRTA shall accept the Premises subject to the following easements and/or licenses in the location depicted on **Exhibit B** and upon the terms agreed to between them in separate easement documents, each of which shall be recorded in due course in the Butler County, Ohio real property records and automatically be considered a Permitted Encumbrance for purposes of this Agreement upon the Effective Date:

(a) A Temporary Construction License over the areas shaded in red depicted on **Exhibit B** from University to BCRTA for purposes of constructing the Improvements contemplated by this Agreement, which license will expire and terminate immediately upon BCRTA's completion of the construction of the Improvements;

(b) A Permanent Access Easement (during the term of the Lease) from the City of Oxford, Ohio to University over the eastern driveway entrance to the Project Site from Chestnut Street depicted on **Exhibit B**, which will provide that University's Lessees shall have the right to utilize the same for ingress and egress to and from the Project Site during the Term of the Agreement;

(c) A Temporary Access License over the western driveway entrance to the Project Site from Chestnut Street depicted on **Exhibit B**, which will provide that BCRTA and University shall have the right to utilize the same for ingress and egress to and from the Project Site during the Term of the Agreement.

Section 3.08 Refueling Station and Talawanda Lease Requirements. BCRTA acknowledges that Talawanda is obligated under the terms of the Talawanda Lease to (i) conduct a Phase II Environmental Assessment of the Premises and (ii) remediate any Hazardous Substances found on the Premises, provided, however, that BCRTA first remove the existing underground fuel tanks and refueling station from the Project Site, which BCRTA has been permitted to utilize pursuant to the terms of a verbal agreement between BCRTA, the University and Talawanda. BCRTA covenants and agrees that it will take full responsibility for removing the existing underground fuel tanks and refueling station at the Project Site during the Due Diligence Period, at BCRTA's sole cost and expense. Further, BCRTA covenants and agrees to cooperate with Talawanda to facilitate any and all required environmental assessments and/or remediation that may be commercially reasonable or necessary as identified in the Phase II Environmental Assessment performed by Talawanda's third-party assessor.

Section 3.09 Assumption of Maintenance Obligations. During the Lease Term, BCRTA will assume all of the University's obligations to maintain, repair, and replace any and all access easement areas and construction easement areas which are or may be the University's obligation to maintain in the easements and licenses referred to in Section 3.07 hereof, subject only to the terms of such recorded easements and licenses.

Article IV. CONTINGENCY; COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 4.01 Project Contingent on Project Funds; Agreement to Construct and Install Project.

(a) It is expressly understood and agreed by the BCRTA and the University, that this Lease is being entered into by the University and the BCRTA in conjunction with the BCRTA's application to the Granting Authorities for Project Funds which are critical to construction of the Project as contemplated herein and, but for such Project Funds, the BCRTA would not be capable of undertaking and completing the Project. Accordingly, in the event that such Project Funds are not granted to the BCRTA, or are otherwise rescinded subsequent to the BCRTA being advised that such funds are forthcoming, this Lease shall immediately become null and void, and the parties shall have no continuing obligations hereunder. For purposes of clarity, should either: (i) the BCRTA fail to secure all Project Funds deemed necessary to complete construction of the Project as contemplated herein prior to initiation of the Construction Period; or (ii) the BCRTA fail to obtain all of the easements necessary for the commencement and completion of the Project, then (A) the BCRTA shall be under no obligation to commence and complete the Project and this Lease shall be void; (B) the University shall be under no obligation to pay or otherwise provide any Project Funds to BCRTA; and (C) BCRTA shall return to and reimburse the University all Project Funds University paid to BCRTA prior to the commencement or completion of the Project.

(b) Upon confirmation by the BCRTA of receipt of all necessary Project Funds and the commencement of the Construction Period, BCRTA shall promptly coordinate with the Project Manager to: establish a schedule for the acquisition, construction and installation of the Project Improvements and Project Equipment, and ensure that this schedule accommodates completion of the acquisition, construction and installation of the Project no later than March 2026, delays incident to the occurrence of force majeure events (as defined herein) excepted (provided that BCRTA notifies the University of the occurrence of a force majeure event within 30 days of its occurrence) but if said acquisition, construction and installation is not completed within the time herein contemplated there shall be no resulting diminution in or postponement of the rents required to be paid by the BCRTA pursuant to **Section 5.03** hereof, other than an adjustment to the Commencement Date (as defined herein). The BCRTA shall take all necessary steps to track the inventory of Project Equipment following acquisition and installation of the same upon the Project so that the same may be conveyed to the University upon the conclusion or earlier termination of this Lease. Notwithstanding the foregoing or anything to the contrary contained herein, in the event the Project is not fully completed and open for business to the public on or before the Completion Date, as established by the Acceptance Letter, University shall have the right to terminate this Lease and required BCRTA to restore the Premises to the condition it was in immediately prior to the commencement of construction. In addition to any other notice and cure provision set forth herein, prior to exercising such right to terminate, University shall give BCRTA written notice of its intent to exercise its right to terminate and BCRTA shall have 180 days after receipt of such notice within which to complete the Project. If University exercises its termination rights under this **Section 4.01(b)**, then BCRTA shall be solely responsible for repaying to the applicable party or governmental entity the Federal Interest under **Section 8.12** of this Lease and any Tenant Improvement Allowance deposited by University.

Section 4.02 Disbursement of Project Funds.

(a) In order to provide funds for payment of the cost of the acquisition, construction and installation of the Project, the BCRTA has applied for the Project Funds (other than the Tenant Improvement Allowance) which, with the Tenant Improvement Allowance, shall be sufficient to plan, design, bid, contract for and complete construction of the Project as contemplated herein. Notwithstanding anything herein to the contrary, until the BCRTA is in receipt of such funds (less the Tenant Improvement Allowance), the Construction Period will not commence. Thereafter, during the Construction Period, the Project Manager shall promptly remit payment from the Project Funds upon written request from the BCRTA for the following purposes; after all other Project Funds have been expended (less the Tenant Improvement Allowance):

(i) payment to the BCRTA of such amounts, if any, as shall be necessary to reimburse the BCRTA in full for all advances and payments made prior to or after the delivery of the Project Funds for expenditures in connection with the acquisition of rights of way necessary for providing ingress/egress, clearing the site, preliminary site improvement, the preparation of the plans and specifications for the Project (including any preliminary study or planning of the Project of any aspect thereof), the acquisition, construction and installation of the improvements and equipment comprising the Project, the acquisition, construction and installation of necessary utility services or other public facilities to connect the Project with public transportation and utility facilities, and the acquisition, construction and installation of all real or personal property, including Project Equipment deemed necessary in connection with the Project, and any architectural, engineering and supervisory services with respect to any of the foregoing;

(ii) payment for labor, services, materials and supplies used or furnished in site improvement and in the acquisition construction and installation of those improvements and equipment comprising the Project, all as provided in the plans and specifications therefor; payment for the cost of the acquisition, construction and installation of utility services or other facilities to connect the Project with public transportation and utility facilities; payment for the cost of all real and personal property, including Project Equipment, deemed necessary in connection with construction of the Project; and payment for any miscellaneous expenses incidental to any of the foregoing;

(iii) payment of all fees, if any, for reasonable architectural, engineering and supervisory services with respect to the Project, including, but not limited to planning, designing, bidding, and contracting for such services, and the salary of the Project Manager, whether such compensation is on an hourly or fulltime basis;

(iv) to such extent as they shall not be paid by a contractor for acquisition, construction or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained by the BCRTA during the Construction Period under this Lease, or reimbursement therefor;

(v) payment of the taxes, assessments and other charges, if any, referred to in **Section 6.03** hereof that may become payable during the Construction Period;

(vi) upon prior approval of the Project Manager, payment of expenses incurred by the BCRTA in seeking to enforce any remedy against any contractor or subcontractor with respect to any default under a contract relating to the Project; and

(vii) any other amounts reasonably approved by the Project Manager and agreed upon in writing by the parties.

(b) The payments specified in **Sections 4.02(a)(i)-(vii)** above shall be made by the Project Manager only upon receipt of the following:

(i) A certification by the BCRTA stating that: (1) an obligation in the stated amount has been incurred by or on behalf of the BCRTA in connection with the acquisition, construction and/or installation

of the Project; (2) such obligation is a proper charge against the Project Funds and has not been the basis of any previous withdrawal from the Project Funds, specifying the purpose and circumstances of such obligation in reasonable detail and identifying the party to whom such obligation is owed; and (3) the BCRTA has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith as permitted in **Section 6.01(c)** hereof) which should be satisfied or discharged before such payment is made, and (4) conditional and unconditional releases and waivers of all liens from each contractor performing work on the Project.

(ii) With respect to any such requisition for payment for labor, services, material, supplies or equipment, a certificate, signed by an Authorized BCRTA Representative and certifying that insofar as such obligation was incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction and installation of the Project, such labor and services were, to the knowledge of the requisitioning party, performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction and installation of the Project or delivered to the site for that purpose.

(iii) In making any such payment from the Project Funds, the Project Manager may rely on any such requisitions and certificates delivered to it pursuant to this Section and the Project Manager shall be relieved of all liability with respect to making such payments in accordance with such requisitions and such certificates without inspection of the Project or need for any additional investigation.

Section 4.03 Cooperation of the Parties. The University and the BCRTA agree to cooperate with each other in furnishing to the Project Manager any such documents referred to in **Section 4.02** hereof that may be required to effect payments out of the Project Funds, and to cause such requisitions and certificates to be directed by the Authorized BCRTA Representative to the Project Manager as may be necessary to effect payment out of the Project Funds in accordance with **Section 4.02** hereof. Such obligation of the University and the BCRTA is subject to any provisions of this Lease requiring additional documentation with respect to payments and shall not extend beyond the Project Funds available for payment under the terms hereof.

Section 4.04 Establishment of Completion Date. The Completion Date of the Project shall be evidenced to the Project Manager by the executed Acceptance Letter in the form attached hereto as **Exhibit D**, signed on behalf of the BCRTA by an Authorized BCRTA Representative stating , among other relevant things, that, except for unexpended Project Funds for Project costs not then due and payable as provided in **Section 4.02(i)** hereof, (a) the acquisition, construction and installation of the Project has been substantially completed and a temporary or final certificate of occupancy has been issued therefor and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for, (b) the Project has been acquired, constructed and installed to the BCRTA's satisfaction and all costs and expenses incurred in connection therewith have been paid, (c) except for disputed claims for payment, BCRTA has received full and final releases and waivers of liens from all contractors performing work on the Project and (d) all permissions required of governmental authorities for the occupancy of the Premises have been obtained, including a temporary or final certificate of occupancy. Notwithstanding the foregoing, the Acceptance Letter shall state that it is given without prejudice to any rights of the BCRTA and University against third parties which may exist on the date of such certificate or which may subsequently accrue. The University and the BCRTA agree to cooperate one with the other in causing such Acceptance Letter to be furnished to the Project Manager. Notwithstanding the foregoing, in the event that the Project Funds have been exhausted prior to completion of the Project, the representations required by this **Section 4.04** shall not be required to be included in the Acceptance Letter.

Section 4.05 Insufficiency of Project Funds. Following commencement of the Construction Period but prior to the conclusion thereof, the BCRTA and University agree that if the Project Funds are not sufficient to pay the costs of constructing and completing the Project as contemplated herein, and the timetable for completing construction of the Project cannot be amended to allow construction of the Project to be completed in phases

for which sufficient Project Funds are available, then University shall have the right, at its option, to terminate this Lease and require BCRTA to restore the Project Site to substantially the same condition it was in immediately prior to the commencement of construction. In addition to any other notice and cure provision set forth herein, prior to exercising such right to terminate, University shall give BCRTA written notice of its intent to exercise its right to terminate and BCRTA shall have 180 days after receipt of such notice within which to obtain funding sufficient to complete the Project. In the event that University terminates this Lease under this **Section 4.05**, BCRTA shall be solely liable to repay all amounts of the Project Funds, including those amounts received from University, FTA, and any other federal, state, or local governmental or non-governmental entity.

Section 4.06 Remedies Against Suppliers, Contractors and Subcontractors and their Sureties. In the event of default by any supplier, contractor or subcontractor under any contract made by it in connection with the Project, or in the event of breach of warranty with respect to any material, workmanship or performance guaranty pertaining to construction of the Project, the BCRTA, either separately or in conjunction with others, will promptly proceed to exhaust the remedies of the BCRTA, as applicable, against any defaulting supplier, contractor or subcontractor and against any surety therefor, for the performance of any contract made in connection with the construction of the Project as contemplated herein. The University agrees to obtain the prior consent of the BCRTA (which shall not be unreasonably withheld, conditioned or delayed) before taking any action in connection with any such default. If the BCRTA desires, the BCRTA may, in its own name or in the name of the University (if written approval is requested and granted by the University, in the University's sole discretion), prosecute or defend any action or proceeding or take any other action involving any such supplier, contractor, subcontractor or surety which the BCRTA deems reasonably necessary, and in such event the University hereby agrees to cooperate fully with the BCRTA and to take all action necessary to effect the substitution of the BCRTA for the University in any such action or proceeding. BCRTA acknowledges and agrees that any legal action involving University may require prior written authorization from the Ohio Attorney General, and BCRTA shall not proceed with any actions without receiving such authorization. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the Completion Date shall be first paid to the Project Manager for inclusion in the Project Funds, second, to reimburse the University for any costs, fees, damages or expenses (legal or otherwise) it incurred in prosecuting or defending such action or proceeding.

Section 4.07 Construction of Improvements.

(a) Design Approval. Prior to undertaking of any construction, reconstruction, remodel, or demolition of any structure on the Premises, including the Project Improvements. BCRTA shall submit to University, for University's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, a written request for consent and plans and specifications detailing such work or alterations. University's interest in approving such plans and specifications shall be to ensure that: (i) the market value of the Project Improvements (or University's adjacent property) will not be diminished; (ii) the design will be harmonious with surroundings and settings and the University's intended use thereof; and (iii) the structural integrity of the planned work or Project Improvements will not be compromised. University shall promptly, but no longer than within fifteen (15) days of receipt of such request, approve or deny such request (in the event of approval, such work shall be deemed "**Approved Work**"). If University disapproves any such plans and specifications, University shall note on the plans and specifications the sections or items that are disapproved.

(b) Design Standards. The Project shall be constructed substantially in accordance with the design and development standards agreed upon by the parties and more particularly described in plans and specifications approved by University.

(c) Construction Documents. Prior to the commencement of construction of the Approved Work, BCRTA shall submit a copy of all construction documents with the general contractor, as well as any architectural drawings (collectively, the “Construction Documents”) to University.

(d) Bonding of Construction. Prior to the commencement of construction of the Approved Work, BCRTA shall submit to University, at the expense of BCRTA or its general contractor, a performance bond and a labor and materials bond from a surety company reasonably acceptable to University. Such surety shall be authorized to do business in the State of Ohio and be of recognized responsibility. The performance bond shall be conditioned, in the case of the initial construction, upon the completion of the Project substantially in accordance with the plans and specifications approved by University and within the time set forth in the this Lease and the Construction Documents, and in the case of any Approved Work, upon the completion of the Approved Work substantially in accordance with the plans and specifications and Construction Documents applicable to such work, and in compliance with all relevant legal requirements. Such labor and materials bond shall insure completion of the construction free and clear of all liens, chattel mortgages and conditional bills of sale. Each bond shall be issued for the benefit of University and BCRTA, as their respective interests shall appear. The amount of each bond shall be equal to one hundred percent (100%) of the estimated cost of construction for the performance bond and one hundred percent (100%) of the estimated cost of construction for the labor and materials bonds. If University and BCRTA shall fail to agree on the proper amount of such bonds, BCRTA shall supply the bonds in the amount requested by University.

(e) Prevailing Wage. As additional consideration under this Lease, and as an accommodation to University, BCRTA agrees to pay, and cause its contractors to pay, Davis Bacon Act federal Prevailing Wage rates in constructing the Project.

(f) Commencement of Construction. BCRTA shall commence construction of the Project no later than three hundred sixty five (365) days after BCRTA’s receipt of (i) the Project Funds (less the Tenant Improvement Allowance) and (ii) all necessary permits and approvals from the appropriate governmental authorities.

(g) General Construction Provisions. During construction, the insurance policies required hereunder shall include builders’ risk coverage. All construction shall be performed in a good and workman-like manner and in compliance with all applicable laws, rules, and regulations pertaining to the same. BCRTA and not University shall pay or may cause others to pay for all expenses and costs incurred in the construction of the Project. All bids and contracts for any construction, including without limitation, for the Project, shall be with persons or entities other than University, and the rights, title and interests of University in and to the Premises and Project Site shall not be subject to any lien or encumbrance relating to the same.

Article V. EFFECTIVE DATE; LEASE TERM; RENTAL PROVISIONS

Section 5.01 Effective Date of this Lease; Duration of Lease Term; Talawanda Lease. This Lease shall become effective upon the Effective Date. The term of this Lease shall commence upon the Commencement Date and shall continue uninterrupted for a period of forty (40) years (the “Lease Term” or “Term”). BCRTA hereby acknowledges that (a) it has received a copy of the Talawanda Lease, as amended by that certain letter dated October 13, 2022, which was sent by University’s SVP for Finance and Business Services to the Board of Education of the Talawanda City School District (the “Extension Letter”); and (b) the Extension Letter extends the term of the Talawanda Lease on a month-to-month basis until no longer needed by Talawanda. BCRTA hereby further acknowledges that BCRTA shall not have any interest in the Premises until the Effective Date, and covenants that BCRTA shall not do anything to interrupt or otherwise violate Talawanda’s rights under the Talawanda Lease. The University represents that BCRTA shall have access to the Premises, including any portion thereof occupied by Talawanda, on and after the last month of the extension, subject to easements granted to or retained by the University and any Permitted Exceptions.

Section 5.02 Delivery and Acceptance of Possession of the Premises. Subject to the Permitted Encumbrances, the University agrees to deliver to the BCRTA sole and exclusive possession of the Premises (subject to the right of the Project Manager and University to enter thereon for inspection and other purposes as set forth in **Section 8.02** hereof) on the Effective Date of this Lease and the BCRTA agrees to accept possession of the Premises upon such delivery; provided, however, that the BCRTA shall be permitted full right of access to the Premises prior to the Completion Date in furtherance of its obligations relative to construction of the Project. Upon the Effective Date of this Lease, all of BCRTA's rights and obligations under this Lease shall be in effect (including the payment of Additional Rent) other than the payment of Base Rent.

Section 5.03 Rent and Other Amounts Payable. On the Commencement Date, and thereafter, on or before the first of each month during the Lease Term, the BCRTA shall pay or cause to be paid to the University as rent for the Premises ("**Base Rent**"), a sum equal to One Dollar (\$1.00), it being agreed that the Base Rent and the BCRTA's participation in the construction of the Project shall serve as good, valuable and sufficient consideration. In addition to paying the Base Rent as set forth herein, the BCRTA shall, at all times commencing upon the Effective Date and continuing during the Lease Term, be responsible for the payment of any and all expenses pertaining to the Premises, including but not limited to capital repairs to the Premises, and all items of operating expense relating to BCRTA's operations within and upon the Premises (each an item of "**Additional Rent**" and collectively referred to with Base Rent as "**Rent**").

Section 5.04 Place of Rental Payments. The Base Rent referenced herein shall be remitted to the University's address for notices as identified herein, as appropriate, on or before the first day of each month, as well as payments for any other item of Additional Rent for which the University contracts on behalf of the BCRTA, if any. All other payments provided for in **Section 5.03** hereof shall be paid directly to such invoicing entities in accordance with their respective accounts receivable practices.

Section 5.05 Obligations of BCRTA.

(a) The obligations of the BCRTA to make the payments required in **Section 5.03** hereof and to perform and observe the other agreements on its part contained herein, subject to the contingency provisions set forth in **Section 4.01** hereof, shall be absolute and unconditional and with no right of setoff. Accordingly, during the Lease Term the BCRTA (i) will not suspend or discontinue any payments provided for in **Section 5.03** hereof except to the extent the same have been prepaid, (ii) will perform and observe all of its other agreements contained in this Lease, and (iii) except as provided in **Section 11.01** hereof, will not terminate the Lease for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Premises or Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Ohio, or any political subdivision of either thereof, or any failure of the University to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease.

(b) Nothing contained in this Section shall be construed to release the University from its performance of any of the agreements on its part herein contained; and if the University should fail to perform any such agreement, the BCRTA may undertake such action against the University as the BCRTA may deem necessary to compel performance so long as such action does not conflict with the agreements on the part of the BCRTA contained in the preceding sentence. The BCRTA may, however, at its own cost and expense and in its own name or in the name of the University, prosecute or defend any action or proceeding or take any other action involving third persons which the BCRTA deems reasonably necessary or in order to insure the acquisition, construction, installation and completion of the Project or to secure or protect its right of possession, occupancy and use of the Premises, and in such event the University hereby agrees to cooperate

fully with the BCRTA and to take all lawful action which is required to effect the substitution of the BCRTA for the University in any such action or proceeding if the BCRTA shall so request.

Section 5.06 Holdover. In the event the BCRTA remains in possession of the Premises after the expiration of the Lease Term, including any extension thereof, without first obtaining the University's written consent, the BCRTA shall be deemed a tenant at sufferance and may be evicted by the University without notice. The BCRTA shall be obligated to pay rent for each month that it holds over without written consent at a monthly rental as set forth in **Section 5.07** hereof. All of the BCRTA's obligations under this Lease shall apply during such period of holding over. To the extent permitted by law, the BCRTA shall also be liable for (a) any additional rent as herein provided and (b) for all other damages which the University may suffer as a result of such holding over by the BCRTA including, without limitation, the loss of a prospective tenant or tenants for such space and the cost of evicting the BCRTA, including reasonable attorneys' fees. There shall be no renewal of this Lease by operation of law or otherwise. Nothing in this Section shall be construed as consent by the University to any holding over by the BCRTA after expiration of the Lease Term, or any extension thereof.

Section 5.07 Surrender of Premises. On the last day of the Lease Term hereof, or on any sooner termination, the BCRTA shall surrender the Premises to the University clean and free of debris, Hazardous Materials, and Environmental Contamination, and the BCRTA's personal property, trade fixtures and equipment. If the Premises are not surrendered at the expiration of the Lease Term or earlier termination of this Lease in accordance with the provisions of this Section, at the University's option, Tenant shall continue to be responsible for the payment of Base Rent plus the payment \$5,000 monthly and all other amounts due under this Lease until the Premises are so surrendered in accordance with said provisions. To the extent permitted by law, the BCRTA shall be responsible for any and all damages, expenses, costs, losses or liabilities arising from any delay by the BCRTA in so surrendering the Premises including, without limitation, any damages, expenses, costs, losses or liabilities arising from any claim against the BCRTA made by any succeeding tenant or prospective tenant founded on or resulting from such delay and losses and damages suffered by the University due to lost opportunities to lease any portion of the Premises to any such succeeding tenant or prospective tenant, together with, in each case, reasonable attorneys' fees and actual costs.

Article VI. MAINTENANCE AND MODIFICATIONS; TAXES; INSURANCE; UTILITIES

Section 6.01 Maintenance and Modifications of the Project by the BCRTA.

(a) During the Lease Term, BCRTA will cause the Premises to be maintained, preserved and kept in good repair, working order and condition and will, from time to time, cause to be made all necessary and proper repairs, replacements and renewals. The BCRTA covenants that as long as the BCRTA or one of its Affiliates has a leasehold interest in the Premises, it or one of its Affiliates will cause the same to be reasonably maintained and operated in good order, condition and repair and in accordance with any and all regulations set forth by the FTA from time to time. The BCRTA may comply with the foregoing obligations, in whole or in part, by causing them to be performed by the permitted sublessees, tenants and property managers of the Premises.

(b) The BCRTA may from time to time, in its sole discretion and at its own expense, make any additions, modifications or improvements to the Premises, so long as the additions, modifications or improvements DO NOT (i) alter the purpose/use of the Project; (ii) alter the exterior footprint or architectural appearance of the Project; (iii) extend the depreciation of the building beyond the lease term under circumstances in which University must repay Federal Interest or any other governmental interest to the extent such repayment relates to the additions, modifications or improvements made without University approval; or (iv) do anything that would require the University to repay Federal Interest or sums owed to any other governmental entity of any kind (whether federal, state, or local). All machinery, equipment and related property so installed by the BCRTA shall remain the sole property of the BCRTA following the conclusion of

the Lease Term or upon earlier termination of this Lease, unless such property is reasonably necessary for University to use or operate the Premises following the expiration of this Lease and the University requests in writing for such property to remain, subject to the terms of **Section 8.12** of this Agreement. All such machinery, equipment and other related property may be modified or removed at any time; provided that any damage to the Premises occasioned by such modification or removal shall be repaired by the BCRTA at its own expense.

(c) The BCRTA shall not permit any mechanics' liens, materialmen's liens or other liens to be established and remain against the Project or Premises for labor or materials furnished or services rendered in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided, that if the BCRTA shall first notify the University of its intention to do so, the BCRTA may in good faith contest any mechanics' liens, materialmen's liens or other liens filed or established against the Premises, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the University shall notify the BCRTA that, in the opinion of independent counsel, by nonpayment of any such items, the Premises or any material part thereof, or the revenues from the Premises will be subject to loss or forfeiture, in which event the BCRTA shall promptly pay and cause to be satisfied and discharged all such unpaid items. The University will cooperate fully with the BCRTA in any such contest, provided, however, that BCRTA shall be solely responsible for the cost of all reasonable attorneys' fees, costs, and expenses incurred by the University in such contest. Notwithstanding the foregoing or anything to the contrary contained herein, if any mechanics', laborers' or materialmen's lien is filed at any time against this Lease or any interest herein and/or the Premises or Project site arising out of the construction of the Project or any additions, alterations, repairs or replacements thereto, then in any case, BCRTA shall, within one hundred twenty (120) days after notice of the filing thereof, discharge or may cause others to discharge the same of record by payment, bond, order of a court of competent jurisdiction or otherwise.

Section 6.02 Removal of Project Equipment. Subject to its obligations under **Section 6.01** of this Lease, the BCRTA shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary Project Equipment. In any instance where the BCRTA determines, in its sole discretion, that any such items have become inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary for their purposes, the BCRTA may remove such items of Project Equipment and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the University therefore and may, at its election in its reasonable discretion, install other equipment in substitution therefor, provided that the BCRTA shall certify that such removal (taking into account any substitution) shall not impair the operation of the Premises. At the option of the BCRTA, at any time prior to the end of the Construction Period, the BCRTA may deposit such moneys into the Project Funds, whereupon such moneys shall become a part of the Project Funds and used in the manner as set forth in **Article IV** hereof. The preceding provisions of this **Section 6.02** shall apply to the Project only during the Lease Term of this Lease.

Section 6.03 Taxes, Other Governmental Charges and Utility Charges. The University and the BCRTA further acknowledge that under present law, neither the Premises, nor any part of the University's or the BCRTA's interest in the Project will be subject to ad valorem taxation by the State of Ohio or by any political or taxing subdivision thereof, and that under present law the income and profits (if any) of the University or the BCRTA deriving from the Premises are not subject to either Federal or Ohio taxation. Notwithstanding the foregoing, BCRTA agrees that, in the event any tax liability shall accrue to the Project or Premises from and after the Effective Date of this Lease, the BCRTA shall pay, as the same shall become lawfully due and payable: (i) all taxes and governmental charges of any kind whatsoever upon or with respect to the interest held by the BCRTA under this Lease; (ii) all taxes and governmental charges of any kind whatsoever upon or with respect to the Project or any machinery, equipment or related property installed or brought by the BCRTA therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the income or profits of the University from the Project which, if not paid, will become a charge on the rents, revenues and receipts from the Premises); (iii) all utility and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Project; and (iv) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the BCRTA shall be obligated to pay only such installments as are required to be paid during the Lease Term.

Section 6.04 Insurance Required. From the Effective Date and throughout the Lease Term, the BCRTA shall have in place all insurance coverage required by federal, state and/or municipal laws for a regional transit authority. Notwithstanding the foregoing, the BCRTA shall have the option to self-insure (through a joint self-insurance pool or otherwise) in accordance with and pursuant to the insurance requirements set forth herein. On or before July 1 of each year throughout the Lease Term, the BCRTA and University shall conduct an annual review of BCRTA's insurance limits to confirm that adequate insurance coverage is being maintained, which such limits shall have a minimum threshold of \$10,000,000 for Commercial General Liability, and \$10,000,000 for Automobile Liability. BCRTA shall immediately notify the University in the event that BCRTA shall lose its insurance coverage or if the coverage under any policy of insurance shall fall below the minimum limits agreed upon by the parties. Upon receipt of any such notification, University may, in its sole discretion, elect to obtain such coverage on behalf of BCRTA and to seek prompt repayment for the same. Notwithstanding the foregoing, any exercise of self-help pursuant to this Section shall be in addition to and not in lieu of any additional rights or remedies available to such non-breaching party as are identified herein. The University shall be named as an additional insured on all liability policies of insurance carried by BCRTA under the terms of this Lease. Following the Commencement Date, on or before July 1 of each year throughout the Lease Term, the BCRTA shall provide the University with certificates of insurance evidencing the required general liability and automobile liability coverages required hereunder. Notwithstanding anything set forth herein, the parties acknowledge that the insurance requirements incumbent upon BCRTA may be satisfied through statutorily permitted risk sharing pools despite the fact that such arrangements are not technically "insurance" under state law.

Section 6.05 Application of Net Proceeds of Insurance. The Net Proceeds of the liability insurance carried pursuant to the provisions of **Section 6.04** hereof shall be applied to pay the liability with respect to which the insurance payment is made. Nothing contained in this **Section 6.05** shall relieve the BCRTA of its obligations as set forth in **Section 7.01** hereof.

Section 6.06 Additional Provisions Respecting Insurance. All claims made under any insurance policies carried pursuant to the requirements of **Section 6.04** hereof, regardless of amount, may be adjusted by the BCRTA with the insurers.

Section 6.07 Advances by the University. If the BCRTA fails to maintain the full insurance coverage required by this Lease or fails to keep the Premises in a safe condition, or fails to keep the same in good repair and good operating condition, the University may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements if the BCRTA shall fail to do so within fifteen (15) days following delivery of written notice of such failure to the BCRTA by the University. To the extent permitted by law, all amounts so advanced therefor by the University shall become an additional obligation of the BCRTA and which amounts, together with interest thereon at the Default Rate from the date thereof, shall be promptly reimbursed as an item of Rent by the BCRTA upon receipt of a written invoice therefor.

Section 6.08 Title Insurance.

(a) BCRTA has or may order a title commitment (at University's cost, subject to the terms of this Agreement and **Section 1.01(t)**) reflecting the state of title to the Premises (the "**Title Commitment**"). Within sixty (60) days after the Effective Date ("**Survey Deadline**"), if not accomplished beforehand, BCRTA at its

sole cost shall cause an Ohio licensed surveyor to prepare an ALTA/ACSM Land Title Survey of the Premises (the "**Survey**") and provide two (2) copies of the Survey to University. Within fifteen (15) days after the Survey Deadline, BCRTA shall notify University of any exception in the Title Commitment or any matter disclosed in the Survey which makes the Premises materially unsuitable for BCRTA's purposes ("**Title Objections**"). University thereupon shall have fifteen (15) days ("**Cure Period**") within which to cause such Title Objections to be removed from the Title Commitment or cause the matters reflected on the Survey to be removed, as the case may be ("**Cure**"); provided, University shall have no duty to effect a Cure except as set forth herein. As to any Title Objection to a mortgage or other monetary lien encumbering the land on which the Project is to be built which was placed or allowed to remain on the land by the negligent or intentional acts or omissions of the University, University shall cure such Title Objection within thirty (30) days of receipt of BCRTA's Title Objections. Additionally, as to each Title Objection which, in BCRTA's reasonable discretion, makes the Premises unsuitable for BCRTA's purposes, and which can be cured by the expenditure of funds in an amount of up to Ten Thousand and 00/100 Dollars (\$10,000.00), University shall cure such objection, at its cost. As to any Title Objection which cannot be cured through the expenditure of Ten Thousand and 00/100 Dollars (\$10,000.00) or less, University and BCRTA shall equally share the cost to cure such objection (50% each), up to a maximum total expenditure by the University of \$25,000.00 to cure such Title Objection. Under no circumstance shall University be obligated to expend more than \$25,000.00 to cure any such Title Objection. Anything to the contrary notwithstanding, BCRTA shall not assert a Title Objection or as to matters caused by BCRTA, its real estate brokers, or persons or entities hired by or on behalf of BCRTA and having rights to file a lien on the Premises or any other part of the Project Site.

(b) BCRTA will pay the cost of the Title Commitment. BCRTA and University shall equally share the cost of an ALTA Policy of Title Insurance (latest revision), applicable to a leasehold, in the amount of the Project Funds. The costs to be shared include the cost of any commercially reasonable coverage that requires additional premium for endorsements, or the deletion of any standard exceptions. The title evidence shall be certified to on or before 15 calendar days after the Effective Date with endorsement as of 8:00 AM on the 88th day after the Effective Date, and shall show (i) in University marketable title, in fee simple as to parcel 1, (ii) in the City of Oxford marketable title, in fee simple as to parcel 2 and parcel 3, free and clear of all liens and encumbrances, subject to all matters listed in Section 6.08(a).

Section 6.09 Responsibility.

(a) BCRTA is a regional transit authority and, as such, is subject to the laws of the State of Ohio, including without limitation, the Ohio Constitution and applicable sections of the Ohio Revised Code. As such: (i) to the extent permitted by Ohio law, the BCRTA agrees to be liable for the wrongful acts and omissions of its officers, employees and agents engaged in the scope of their employment arising under this Lease; and (ii) in lieu of the BCRTA's obligation to indemnify the University under this Lease, to the extent permitted by law, the BCRTA hereby agrees to be responsible for any and all liability, claims, costs, expenses (but specifically excluding legal fees, courts costs, witness fees and other such related costs) or damages arising from any claim with respect to the BCRTA's wrongful conduct in connection with this Lease.

(b) The University is a public institution and, as such, is subject to the laws of the State of Ohio, including without limitation, the Ohio Constitution and applicable sections of the Ohio Revised Code. As such: (i) to the extent permitted by Ohio law, the University agrees to be liable for the wrongful acts and omissions of its officers, employees and agents engaged in the scope of their employment arising under this Lease; and (ii) in lieu of the University's obligation to indemnify the BCRTA under this Lease, the BCRTA hereby agrees, to the extent permitted by law, to be responsible for any and all liability, claims, costs, expenses (but specifically excluding legal fees, courts costs, witness fees and other such related costs) or damages arising from any claim with respect to the University's wrongful conduct in connection with this Lease.

(c) The University expressly agrees to be solely responsible for any claims arising prior to the Effective Date of this Lease and relating to the Premises, including but not limited to any claims relating to an alleged Environmental Contamination at or upon the Premises arising prior to the Effective Date of this Lease.

(d) BCRTA expressly agrees that from and after the Effective Date of this Lease:

(i) BCRTA shall be responsible for compliance with all Environmental Laws and all governmental notices, orders and requests pursuant to Environmental Laws, including without limitation, providing, obtaining, maintaining and complying with all permits, registrations, notifications, reports, licenses and other authorizations required by Environmental Laws applicable to this Lease or BCRTA's use or occupancy of the Project Site;

(ii) BCRTA shall be responsible to ensure that no Hazardous Materials are brought, placed, held, stored, located, used, disposed of or released upon, under, from or at the Project Site, other than in strict compliance with all Environmental Laws and only in those amounts relating to and necessitated by permitted uses of the Project Site and shall be solely responsible for any and all claims arising from or after the Effective Date of this Lease until such time as BCRTA returns possession of the Project Site to University; provided, however, notwithstanding the foregoing, BCRTA shall continue to be solely responsible for any and all claims arising from or after the Effective Date of this Lease that arise out of or in connection with BCRTA's use or operation of the Project Site at any time;

(iii) BCRTA will (1), with the exception of privileged or confidential communications, provide University with copies of all communications between BCRTA and any governmental agencies or authorities or a third party related to Hazardous Materials brought, placed, held, stored, located, used, disposed of or released upon, under, from or at the Project Site or related to the violation or alleged violation of any Environmental Laws with respect to the use or occupancy of the Project Site within five (5) business days of BCRTA's receipt thereof, (2) permit University, at University's sole discretion, to participate in any proceeding brought by a government agency or authority, or a third party, with respect to Hazardous Materials brought, placed, held, stored, located, used, disposed of or released upon, under, from or at the Project or with respect to the violation or alleged violation of any Environmental Laws arising out of the use or occupancy of the Project Site, and (3) permit University, from time-to-time, to conduct inspections, tests, analyses and investigations of BCRTA's compliance with its obligations in this Section or otherwise related to the environmental conditions relative to the use or occupancy of the Project Site;

(iv) To the extent possible, BCRTA will promptly cure and resolve any such actions and proceeds that result from any Environmental Contamination caused by BCRTA or BCRTA's officers, agents, employees, contractors, customers, licensees or invitees. BCRTA will keep the Project Site free of any lien imposed pursuant to Environmental Laws;

(v) If BCRTA fails to undertake to cure a violation of any of the foregoing covenants within a reasonable time, University may cause the removal of any Environmental Contamination from the Project Site in accordance with Environmental Laws and, to the extent permitted by law, the reasonable costs of any remediation of said Environmental Contamination required by Environmental Laws will be Additional Rent under this Lease, and such reasonable costs will become due and payable on demand by University;

(e) Not less than 180 days (or more than 365 days) prior to the expiration or earlier termination of this Lease, BCRTA shall obtain and pay for a Phase I environmental inspection of the Project Site, and, if necessary, a Phase II environmental inspection and any additional testing that may be necessary as a result thereof (the "**Environmental Testing**"), reasonably demonstrating (i) the Project Site is in compliance with all Environmental Laws, (ii) no Hazardous Materials have been released, spilled, or currently exist on the Project Site, and (iii) the Project Site is not subject to any Environmental Contamination. If the results of the

Environmental Testing determine that (1) the Project Site is not in compliance with all Environmental Laws, (2) Hazardous Materials have been released, spilled, or currently exist on the Project Site, or (3) the Project Site is subject to any Environmental Contamination, then BCRTA shall be responsible, at its sole cost and expense to remediate the Project Site and cause the removal of any Environmental Contamination to University's satisfaction.

Article VII. DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.01 Damage and Destruction. If prior to expiration of the Lease Term, the Project and/or Premises are damaged or destroyed by fire or other casualty, the BCRTA shall be obligated to continue to make the rental payments specified in **Section 5.03** hereof, and shall promptly replace, repair, rebuild or restore the property damaged to substantially the same condition as existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the BCRTA (which may require FTA input) and as will not impair the operating unity of the Project and/or Premises, or change its character to such an extent that its ownership by the University would not be permitted under the laws pursuant to which the University was created. The University hereby acknowledges and agrees that the University shall have no right to settle any claim with regard to any damage or destruction of the Project Improvements without first securing the written approval of the BCRTA, which approval may be granted or withheld in the BCRTA's sole and absolute discretion. In exercising its discretion BCRTA may consider the position of the FTA related to the Federal Interest. All Net Proceeds of any casualty insurance policy shall be made available to additional insureds or loss payees under such policy, and applied in a manner consistent with **Section 6.05** hereof. Notwithstanding anything set forth herein to the contrary, the obligation of BCRTA to replace, repair, rebuild or restore the property is conditioned upon BCRTA's actual receipt of insurance proceeds necessary to fund such replacement, repair, rebuilding or restoration of the property (which may be impacted by the FTA's position as to the Federal Interest.)

Section 7.02 Condemnation. If the title in and to, or the temporary use of, the Project Improvements or any part thereof) shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the BCRTA shall be obligated to continue to make the rental payments specified in **Section 5.03** hereof, as applicable, and shall cause the restoration of the Premises, as applicable, to substantially the same condition as existed prior to the exercise of the said power of eminent domain, or shall acquire and install other machinery, equipment or related property suitable for the BCRTA's operations thereat, title to which machinery, equipment or related property will be conveyed to the University by bill of sale and shall be deemed a part of the Project, as applicable, and available for use and occupancy by the BCRTA without the payment of any Rent other than the payments specified in **Section 5.03** hereof. The University hereby acknowledges and agrees that the University shall have no right to convey the Premises in lieu of condemnation or to settle any claim with regard to condemnation without written first obtaining the written approval of the BCRTA, which approval may be granted or withheld in the BCRTA's sole and absolute discretion. All condemnation proceeds and proceeds received in lieu of condemnation shall be made available to the BCRTA for purposes of fulfilling its obligation to restore the Premises as set forth herein.

Article VIII. SPECIAL COVENANTS

Section 8.01 Disclaimer of Warranties. THE UNIVERSITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR ANY PORTION THEREOF LEASED HEREUNDER THAT SUCH PREMISES WILL BE SUITABLE FOR THE PROJECT OR THE BCRTA'S PURPOSES OR NEEDS.

Section 8.02 Inspection of the Premises; Right of Access by the University. The BCRTA agrees that the University, or any of its authorized agents shall have the right, at all reasonable times during business hours, to

enter upon the Premises and to examine and inspect the Project provided that such activities do not result in any interference or prejudice to the BCRTA's operations or those of any subtenant of BCRTA, to ensure compliance with the provisions of this Lease. Provided that the BCRTA is not then in default hereunder, such inspection shall only be made upon reasonable prior notice to the BCRTA and in the presence of a representative of the BCRTA. The BCRTA further agrees that the University and its duly authorized agents shall have such rights of access to the Premises during the Construction Period as may be reasonably necessary in accordance with **Section 4.01** to cause the acquisition, construction and installation of the Project to be completed.

Section 8.03 BCRTA to Maintain its Existence; Exceptions Permitted. The BCRTA agrees that throughout the Term of this Lease, it shall maintain its existence and shall not merge or consolidate with any other entity and shall not transfer or convey all or substantially all of its property (other than the assignment of its interest under this Lease as permitted under the terms of this Lease), assets and licenses; provided however, the BCRTA may, without violating any provisions of this Lease, consolidate with or merge into another domestic entity or permit one or more domestic legal entities to consolidate with or merge into or transfer or convey all or substantially all of its assets to another domestic legal entity, but only on the condition that the assignee legal entity or the legal entity resulting from or surviving such merger (if other than the BCRTA) or consolidation or legal entity to which such transfer is made is then solvent and shall expressly assume in writing and agree to pay and to perform all of the BCRTA's obligations under this Lease. If the BCRTA is the surviving entity following such a merger the express assumption referenced in this **Section 8.03** shall not be required.

Section 8.04 Good Standing in the State. The BCRTA and the University both warrant and represent that they are currently in good standing in the State of Ohio and shall remain so during the Construction Period and Lease Term.

Section 8.05 Granting and Release of Easements. If no Event of Default shall have happened and be continuing, the University, upon written request of BCRTA, grant without delay, or modify, amend, release or terminate any easements, licenses, rights of way (temporary or perpetual and including the dedication of public highways), other rights or privileges in the nature of easements with respect to any property included in the Premises and other contracts or agreements helpful in effecting the development, construction, maintenance, operation or restoration of the Project, and such grant will be free from the lien or security interests created by this Lease, and the University agrees that it shall execute and deliver and will cause the Project Manager (if such action shall be undertaken during the Construction Period) to execute and deliver any instrument necessary or appropriate to confirm, grant, amend, modify, terminate or release any such easement, license, right of way, other right or privilege or other document within ten (10) business days upon receipt of: (a) a copy of the instrument of grant or release, and (b) a written certification from the BCRTA signed by an Authorized BCRTA Representative requesting the execution of such instrument and stating (i) that such grant or release is not detrimental to the proper conduct of the business of the BCRTA, and (ii) that such grant or release will not impair the effective use or materially interfere with the operation of the Premises or completion of construction of the Project.

Section 8.06 Compliance with Laws. Beginning on the Effective Date of this Lease, the BCRTA agrees that it will comply in all material respects with any applicable law, ordinance, rule or regulation of any governmental authority with respect to its use of the Premises.

Section 8.07 Jurisdiction and Governing Law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Ohio, regardless of Ohio's choice of law provisions. Any litigation (or alternative dispute resolution proceedings ("**ADR**") arising out of or related to this Agreement shall be venued in the appropriate state or federal courts located in the State of Ohio (or in the case of ADR shall be conducted in Butler County, Ohio). The parties further agree that they do hereby waive all questions or personal jurisdiction, venue and convenience of forum for purposes of giving effect to this provision.

Section 8.08 Limitation of Liability of Directors, Trustees, Officers, Members, Agents and Employees of the University and the BCRTA. Nothing herein shall be deemed to be an obligation of any director, officer, member, agent or employee of the University in his or her individual capacity, and neither the directors of the University nor any officer thereof shall be liable personally or be subject to any personal liability or accountability by reason of the Project or this Lease. No director, officer, member, agent or employee of the University shall incur any personal liability with respect to any other action taken by him or her pursuant to this Lease of the Project. Nothing herein shall be deemed to be an obligation of any trustee, officer, member, agent or employee of the BCRTA in his or her individual capacity, and neither the trustees of the BCRTA, nor any officer thereof shall be liable personally or be subject to any personal liability or accountability by reason of the Project or this Lease. No trustee, officer, member, agent or employee of the BCRTA shall incur any personal liability with respect to any other action taken by him or her pursuant to this Lease or the Project.

Section 8.09 Political Activity. BCRTA acknowledges and agrees that no portion of the Project Funds shall be use for any partisan political activity or to further the election or defeat of any candidate for public office. All employees of the BCRTA, during the Lease Term, shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 U.S.C. 1501 et seq; 18 U.S.C. 595).

Section 8.10 Federal Changes. At all times relevant hereto, the BCRTA will undertake all necessary steps to comply will all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by implication within any grant or applicable application materials, as the same may be amended or promulgated during the Term of this Lease.

Section 8.11 Clean Air Act and Federal Water Pollution Control Regulations. During the Term hereof, and as it relates to the Premises and the Project, the BCRTA agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USE 185(h), Section 508 of the Clean Water Act, as amended (33 USC 1368, et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 125, et seq.), as amended), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR. Part 15), which prohibit the use under non-exempt federal contracts, grants or loans, or facilities included on the EPA list for Violating Facilities.

Section 8.12 Repayment of Federal Interest.

(a) Federal Interest. The parties acknowledge that a portion of the Project Funds includes funding provided to BCRTA by the FTA (or other governmental agencies), and that additional funding may be provided to BCRTA by the FTA (or other governmental agencies) to support the Project during the Term (such funds are hereinafter referred to as the “**FTA Funds**” regardless of whether they were supplied by the FTA or other governmental agencies), if approved by University. The Parties acknowledge that a portion of the FTA Funds (the “**Federal Interest**”) may need to be repaid to the FTA upon the expiration or earlier termination of this Lease. The parties wish to memorialize hereinafter the manner in which the Federal Interest will be calculated and repaid.

(b) Procedures. Upon the expiration or earlier termination of this Lease for any reason, University shall, within thirty (30) days’ of request from BCRTA, provide BCRTA notice of whether University will continue to use the Premises for transit purposes or if the Premises will be used for non-transit purposes. Upon receiving such notice from University, BCRTA shall engage with FTA to determine the process for calculating the Federal Interest (if any). BCRTA shall be solely responsible for taking all steps necessary to calculate the Federal Interest, including, without limitation, obtaining an appraisal for the Premises and an appraisal review with FTA; provided that University shall provide reasonable assistance to BCRTA in working with FTA. BCRTA shall communicate any disposition instructions BCRTA receives from FTA to University. Once the property is valuated according to the then-current FTA regulations, BCRTA shall provide University with

instructions on disposing of the Federal Interest (which process is currently outlined in FTA Circular 5010.1E Chapter IV(2)(j)(2)(b)).

(c) Financial Responsibility for Repaying the Federal Interest. The repayment of the Federal Interest shall be governed exclusively by the following terms and conditions:

(i) If this Lease is terminated due to the natural expiration of the Lease Term by its terms (which coincides with the termination of the useful life of the Project under current FTA regulations), then BCRTA and the University shall equally share (50% each) the cost of repaying the Federal Interest, if any.

(ii) If this Lease is terminated by BCRTA due to an Event of Default committed by University (or University's uncured and material breach of this Lease), then University shall be solely responsible for repaying the entire Federal Interest.

(iii) If this Lease is terminated by University due to an Event of Default committed by BCRTA (or BCRTA's uncured and material breach of this Lease), or if BCRTA exercises its Termination for Convenience Right under this Lease, then BCRTA shall be solely responsible for repaying the entire Federal Interest.

(iv) With respect to additions, modifications or improvements to the Premises made by BCRTA (under **Section 6.01** hereof) with University approval, which result in a Federal Interest in the additions, modifications, or improvements, if this Lease is terminated due to the expiration of the Lease Term (which coincides with the termination of the useful life of the Project under current FTA regulations), then the University shall be solely responsible for the cost of repaying the entire Federal Interest as to those additions, modifications, or improvements.

(d) Repayment of Projects Funds other than the Federal Interest. Except as otherwise outlined above, BCRTA shall be solely responsible for repaying any amount of the Project Funds BCRTA agreed to repay under any grant or other agreement with the party providing such Project Funds. BCRTA covenants and agrees that it will keep the Property lien free and no mechanic's liens or other lien shall be allowed against the Premises or the estate of University in the Property at any time.

(e) Laws and Regulations. BCRTA represents and warrants that at all times during the Lease Term it will operate the Project and maintain the Premises at all times in accordance with federal laws, rules and regulations, including but not limited to any regulations, laws or requirements of the FTA as may be promulgated by the FTA from time to time.

(f) Real Property Inventory. BCRTA represents and warrants that it will maintain a Real Property Inventory on file and will annually provide the University with a written copy of such inventory report within thirty (30) days of the date it delivers the Real Property Inventory to the FTA.

(g) Survival. The terms of this **Section 8.12** shall survive the expiration or earlier termination of this Lease.

(h) No Indemnity. Neither University's nor BCRTA's agreement to repay the Federal Interest upon the terms set forth herein shall constitute an indemnity by either party. University and BCRTA both acknowledge and agree that the payment obligations outlined in this **Section 8.12** have been negotiated by the parties in recognition of the relative risks to each with respect to the repayment of certain funds that may or may not be owed at the expiration of the Term of this Lease, and expressly state that such obligations are not intended (and shall not be interpreted by any party, including a third-party) as an obligation to indemnify either party.

Section 8.13 False or Fraudulent Statements.

(a) The BCRTA acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C. Paragraphs 3801 et seq. and U.S. Department of Transportation Regulations. "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to their actions pertaining to the Project. Upon execution of the within Lease, the BCRTA certify and affirm the truthfulness and accuracy of any statement it has made, makes, may make, or causes to be made, pertaining to the within the Lease or the construction of the Project as contemplated herein. In addition to other penalties that may be applicable, the BCRTA further acknowledges that if it makes, or causes to be made, false, fictitious, or fraudulent claims, statements, submissions, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on such offending party to the extent the Federal Government may deem appropriate.

(b) The BCRTA also acknowledges that if it makes, or causes to be made, false, fictitious, or fraudulent claims, statements, submissions or certifications to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Paragraph 5307, the Federal Government shall have the right to impose the penalties of 18 U.S.C. Paragraph 1001 and 49 U.S.C. Paragraph 5307(n)(t) on the such offending party, to the extent the Federal Government may deem appropriate.

Section 8.14 Continuous Operations. During the Lease Term: (a) BCRTA shall maintain continuous operations at the Premises in accordance with the provisions of this Lease and shall not cease such operations, other than a temporary cessation as may be required during any period of repair or reconstruction resulting from damage to, destruction of or Condemnation as to any part of the Premises; and (b) BCRTA shall not voluntarily close the Project without first obtaining the written consent of the University and the Granting Authorities, and any effort to close or discontinue operating the Project prior to securing such written authority shall constitute a Default hereunder.

Article IX. ASSIGNMENT, PLEDGING AND SELLING; REDEMPTION; RENT PREPAYMENT AND ABATEMENT

Section 9.01 Assignment and Subletting.

(a) Subleasing. The BCRTA may not sublease any part of the Premises or Project without the prior written consent of the University, which consent shall not be unreasonably delayed, withheld or conditioned. No sublease shall relieve the BCRTA from primary liability for any of its obligations hereunder. In the event of a sublease, the BCRTA shall remain primarily liable for payment of the rents specified in **Section 5.03** hereof, and for the payment, performance, and observance of all other obligations and agreements herein provided to be performed by the BCRTA. In connection with any such sublease, the BCRTA shall furnish or cause to be furnished to the University, upon request, assurances reasonably satisfactory to the University that the Premises will continue to be operated in compliance with the provisions and purposes identified herein. The University shall have the right, at any time and from time to time, to notify any sublessee of the rights of the University as provided by this Section. The Parties acknowledge that it is their goal to avoid a situation in which a sublease would result in the Premises or Project no longer being used for transit purposes thereby resulting in the FTA's ability to recover the Federal Interest.

(b) Assignment. Except as set forth herein, this Lease may not be assigned, in whole or in part, by the BCRTA without the consent of the University in each case, such approval not to be unreasonably withheld or denied. Any assignment of this Lease shall also be subject to the following conditions:

(i) no assignment shall relieve the BCRTA from primary liability for any payment of rent or other obligations hereunder accruing prior to the date of such assignment unless the BCRTA shall have obtained the consent of the University, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, in connection with an assignment of this Lease; and

(ii) the BCRTA shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the University a true and complete copy of each such assignment, together with any instrument of assumption.

Section 9.02 Restrictions on Sale of the Project by the University. Except for any sale under threat of a taking by eminent domain or a sale pursuant to **Article VI** hereof, the University agrees that, during the Lease Term, it shall not: (a) directly, indirectly, or beneficially sell, convey, or otherwise dispose of any part of its interest in the Premises; (b) permit any part of the Premises to become subject to any lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, or other charge of any kind, without the written consent of the BCRTA (which shall not be unreasonably withheld, conditioned, or delayed); or (c) assign, transfer, or hypothecate any payment of rent (or analogous payment) then due or to accrue in the future under any lease of the Premises, except that if the laws of the State at the time shall permit, nothing contained in this Section shall prevent the consolidation of the University with, or merger of the University into, or transfer of the Premises as an entirety to, any public body of the State whose property and income are not subject to taxation and which has authority to own and lease the Project, provided, that upon any such consolidation, merger, or transfer: (i) the due and punctual repayment of the principal of, premium, if any, and interest on all remaining Project Funds at the time of such sale, to any Granting Authority entitled to the same, on a pro rata basis, if required; and (ii) the due and punctual performance and observance of all the agreements of the University to which the University is a party with respect to the Project to be kept and performed by the University, shall be expressly assumed in writing by the public body resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety. Notwithstanding anything set forth herein to the contrary, University agrees that it may, after giving advance written notice to BCRTA, execute any documents that would adversely affect the Federal Interest including, but not limited to, a lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, and/or innovative finance arrangements, provided, however, that if the University executes any such document and the Federal Interest is adversely affected, University shall pay the cost to reimburse the portion of the Federal Interest that is thereby affected.

Section 9.03 Prepayment of Rents. There is expressly reserved to the BCRTA the right, and the BCRTA is authorized and permitted, at any time it may choose, so long as it is not then in default hereunder, to prepay all or any part of the rents payable under **Section 5.03** hereof, and the University agrees to accept such prepayment when the same is tendered by the BCRTA. All prepaid rents shall be credited against the rents specified in **Section 5.03**, in chronological order of its due dates. The mere payment and acceptance of such prepaid rent, without more, is a matter of convenience to the parties and shall not, in and of itself, prejudice the parties or constitute a waiver of any legal position they wish to take or argument they wish to make.

Article X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default. The following shall constitute an Event of Default under this Lease:

(a) failure by the BCRTA to make any rental payments required under **Section 5.03** hereof on or before the date that the payment is due and continuance of such failure for a period of five (5) business days after written notice thereof has been given to the BCRTA;

(b) failure by either the University or the BCRTA to observe and perform any material covenant, condition or agreement required hereunder (other than as referred to in **Section 5.03(a)**), for a period of thirty

(30) days following receipt of written notice from the non-breaching party, specifying such failure and requesting remediation, unless the parties shall agree in writing to an extension of such time; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the non-breaching party shall not unreasonably withhold its consent to an extension of such time if curative measures are possible and corrective action is instituted by the breaching party within the applicable period and diligently pursued to completion;

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the BCRTA or adjudging the BCRTA bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the BCRTA under Title 11 of the United States Code, as now constituted or as amended or any other applicable Federal or state bankruptcy or other similar law, and such decree or order shall have continued undischarged or unstayed for a period of ninety (90) days; or the entry of a decree or order of a court having jurisdiction of the premises for the appointment of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of the BCRTA or of all or a major part of its property, or for the winding up or liquidation of its affairs and such decree or order shall have remained in force undischarged or unstayed for a period of ninety (90) days;

(d) the BCRTA shall institute proceedings to be adjudicated a bankrupt or insolvent, or shall consent to the filing of a bankruptcy or insolvency proceeding against it, or shall file a petition or answer or consent seeking relief under Title 11 of the United States Code, as now constituted or as amended, or any other applicable Federal or state bankruptcy or other similar law, or shall consent to the institution of proceedings thereunder or to the filing of any such petition, or shall consent to the appointment or taking possession of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of it or of all or a major part of its property, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or the failure of the BCRTA generally to pay its debts as such debts become due, or the taking of action by the BCRTA in furtherance of any such action; or

(e) The sale, transfer, assignment or other disposal of the Premises or the BCRTA's interest in the Premises other than a sale, transfer, assignment or disposal which may be permitted under the provisions of **Article IX** hereof.

The foregoing provisions of this Section are subject to the following limitations. If by reason of force majeure the BCRTA is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the BCRTA contained in **Sections 5.03, 6.03, 6.04, 8.03, 8.12 and 8.13** hereof, the BCRTA shall not be deemed in default during the continuance of such inability. The term "**force majeure**" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; terrorism; orders of any kind of the government of the United States of America or of the State of Ohio or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the BCRTA. The BCRTA agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the BCRTA from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the BCRTA, and the BCRTA shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the BCRTA, unfavorable to the BCRTA.

Section 10.02 **Remedies for Default.** Whenever any Event of Default shall have happened and be subsisting, the University may take any one (1) or more of the following remedial steps:

(a) declare all installments of rent payable under **Section 5.03** hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) re-enter and take possession of the Premises and the Project without terminating this Lease and without any liability to the BCRTA for such entry and repossession, and sublease the Premises and the Project for the account of the BCRTA, holding the BCRTA liable for the difference in the rents and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the BCRTA hereunder;

(c) terminate the Lease, exclude the BCRTA from possession of the Project and use its best efforts to lease the Project to another for the account of the BCRTA, holding the BCRTA liable for all rent, Project Funds, repayment of the Federal Interest (if any) and other payments due up to the effective date of such leasing;

(d) require accounting books and records of the BCRTA pertaining exclusively to the Premises; however this remedy is only applicable to an Event of Default identified under **Section 10.01(a)**; and

(e) take whatever action at law or in equity may appear necessary or desirable to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the BCRTA under this Lease.

Any amounts collected pursuant to action taken under this Section shall be paid to satisfy any outstanding obligations of the BCRTA under this Lease. Any enforcement of recovery under this Section shall be limited to and against the BCRTA ONLY and no claim or recovery may be made against any officer, trustee or other employee of the BCRTA.

Section 10.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the University is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the University to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required.

Section 10.04 Reserved.

Section 10.05 No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.06 Waiver of Appraisal, Valuation, Etc. If the BCRTA should default under any of the provisions of this Lease, the BCRTA agrees to waive, to the extent it may lawfully do so, the benefit of all appraisal, valuation, stay, extension or redemption laws now or hereafter in force, and all right of appraisal and redemption to which it may be entitled.

Section 10.07 Reinstatement of Lease. Notwithstanding any termination of this Lease in accordance with the provisions of **Section 10.02**, until the earliest of such time as (a) the University shall have entered into a valid and binding agreement providing for the reletting of the Premises, (b) the University's Board of Trustees or the President's Executive Cabinet have taken formal action to use the Premises for a purpose other than as described in this Lease, or (c) the passage of six (6) months, the BCRTA may at any time after such termination pay all

accrued unpaid rent, except rent accelerated pursuant to **Section 10.02(a)** of this Lease, plus any costs incurred by the University relative to such default, and fully cure all other defaults then capable of being cured. Upon such payment and cure, this Lease shall be fully reinstated, as if it had never been terminated, and the BCRTA shall be restored to the use, occupancy and possession of the Project and any acceleration pursuant to **Section 10.02(a)** of this Lease shall thereupon be rescinded and annulled.

Article XI. MISCELLANEOUS

Section 11.01 Notices. Any notice, request or other communication (a “**notice**”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or national overnight courier (such as United Parcel Service or Federal Express), sent by facsimile (provided a copy of such notice is deposited with an overnight courier for next business day delivery) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of delivery to hand or courier delivery, confirmed facsimile transmission (provided a copy of such notice is deposited with an overnight courier for next business day delivery), deposit with such overnight courier for next business day delivery, or receipt via the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver any notices required hereunder due to change of address for which no notice was given shall be deemed to be constructive receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel.

Notice addresses are as follows:

- | | |
|-----------------------|--|
| As to the BCRTA: | Butler County Regional Transit Authority
Attn: Executive Director
3045 Moser Court
Hamilton, Ohio 45011
Office: 513.785.5246
Email: dutkeviczmm@butlercountyrta.com |
| With a copy to: | Isaac Wiles & Burkholder LLC
Attn: Mark Landes and Ryan Spitzer
2 Miranova Pl, Suite 700
Columbus, Ohio 43215
614.221.2121
Email: rspitzer@isaacwiles.com |
| As to the University: | Miami University
Attn: AVP for Facilities Planning and Operations
101 South Fisher Drive
Oxford, Ohio 45056
Email: powellcj@miamioh.edu |
| With a copy to: | Miami University
Attn: Office of General Counsel
501 East High Street
215 Roudebush Hall
Oxford, OH 45056
generalcounsel@miamioh.edu |

A duplicate copy of each notice, certificate or other communication given hereunder by the University, the BCRTA or the Project Manager shall also be provided to each of the other parties. The University, the BCRTA and the Project Manager may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.02 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the University, the BCRTA and their respective successors and assigns.

Section 11.03 Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amounts Remaining in Project Fund. It is agreed by the parties hereto that, moneys remaining in the Project Fund following completion of the Project, unless any Granting Authority shall require otherwise, shall belong to and be paid to the BCRTA by the Project Manager as an overpayment of rents (excluding the amount of the Tenant Improvement Allowance, which shall be paid to University if such funds are not needed to complete the Project).

Section 11.05 Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the University and the BCRTA.

Section 11.06 Execution of Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.07 Captions. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 11.08 Recording of Lease. This Lease shall not be recorded. However, a short form or memorandum hereof and every assignment and modification hereof may, at the election and expense of the BCRTA, be recorded in the office of the County Recorder for Butler County, Ohio, or in such other office as may be at the time provided by law as the proper place for such recordation. The University will reasonably cooperate in the execution and recording of the short form or memorandum.

Section 11.09 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio as applied to contracts made and to be performed in the state of Ohio.

Section 11.10 Net Lease. This Lease shall be deemed a "net lease," and the BCRTA shall pay absolutely net during the Lease Term the rents, revenues, utilities, fees, maintenance costs and expenses, and receipts pledged hereunder, without abatement, deduction or set off other than those herein expressly provided.

Section 11.11 No Joint Venture; Relationship. This Agreement is not intended to constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind by and between the University and the BCRTA; and the rights and obligations of the parties shall be only those expressly set forth herein. At all times relevant hereto, the BCRTA and the University shall remain independent entities, neither party shall act as agent for the other (unless the same shall be expressly set forth herein), and the employees of one party shall not be deemed to be the employees of the other.

Section 11.12 Estoppel Certificates. Upon ten (10) business days written request of either party, the non-requesting party will provide a statement to a proposed assignee of this Lease concerning (a) whether a default

exists under this Lease, and if so specifying the nature of such default; (b) whether this Lease has been amended, and if so, specifying the amendments; and (c) any other matter concerning this Lease reasonably requested by such proposed assignee.

Section 11.13 Third Party Beneficiary. The University and the BCRTA hereby acknowledge that as a result of any grant it may make, the FTA will have rights in the project which are binding upon the parties. Beyond such rights in the FTA, there are no third party beneficiaries under this Lease.

Section 11.14 Compliance with Laws. The performance by both the University and the BCRTA in accordance herewith, and each such party's conduct with respect to the Project and this Lease shall, at all times, comply with all applicable standards, provisions, and stipulations of United States (including federal, state, and local) laws, rules, regulations, and ordinances.

Section 11.15 Entire Agreement; Priority. All exhibits attached to this Lease are hereby incorporated herein by this reference. This Lease, including the exhibits attached hereto, sets forth the entire understanding of the University and BCRTA with respect to the subject matter hereof. In the event of any conflict between the terms herein and those of the exhibits, the terms herein shall prevail. No person has any authority to make any representation or promise on behalf of any of the parties which is inconsistent with the terms set forth in this Lease and this Lease has not been executed in reliance on any promise or representation not set forth in this Lease.

Section 11.16 Incorporation of Federal Transit Administration (FTA) Terms. This Lease includes, in part, certain Standard Terms and Conditions required by the United States Department of Transportation ("**DOT**"), whether or not the same be expressly set forth in the preceding contractual provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, amended as of March 18, 2013, are incorporated herein by reference. Anything to the contrary herein notwithstanding, all FTA mandates shall be deemed to control in the event of a conflict with other provisions set forth herein; provided that the repayment of the Federal Interest shall be controlled exclusively by the process set forth in this Lease except to the extent that may be contrary to law. The parties hereto shall take reasonable steps not to perform any act, fail to perform any act, or refuse to comply with any BCRTA requests which may cause the BCRTA to be in violation of such FTA terms and conditions.

Section 11.17 Access Requirements for Persons with Disabilities. During the Term hereof, the BCRTA agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 19 U.S.C. Section 792:49 U.S.C. Section 5301 (d); and the Federal Regulations including any amendments thereto: 49 C.F.R. Part 27, 49 C.F.R. Part 38; 28 C.F.R. Part 35; 28 C.F.R. Part 36; 41 C.F.R. Subpart 101-19; 29 C.F.R. Part 1630; 47 C.F.R. Part 1630; 47 C.F.R. Part 64, Subpart F; and 49 C.F.R. Part 609, as the same apply to the Premises.

Section 11.18 Access to Wash Bays. As part of the Project, BCRTA may install and maintain wash bays at the Premises that will be used to clean buses and other vehicles. As additional consideration for the rights granted to BCRTA by University under this Lease, if wash bays are installed and maintained at the Premises, BCRTA shall permit University to utilize the wash bays located on the Premises to clean the University's vehicle fleet. University shall refrain from using the wash bays to clean the beds of dump trucks and other similar activities that may overly tax the wash bay system.

Section 11.19 Access to Fueling Stations. As part of the Project, BCRTA may install and may, during the Term, maintain fueling stations at the Premises. BCRTA covenants and agrees that it shall permit the University to utilize these fueling stations and will enter into a fueling station agreement with University upon good faith terms and conditions governing the terms of the University's use of such fueling stations.

Section 11.20 Access to Main Street. BCRTA shall use commercially reasonable efforts to work with the City of Oxford to maintain a secondary point of ingress/egress off of S. Main Street (a/k/a Collins Run Road) from the area around the athletic track located south of the Project.

Section 11.21 Non-Discrimination. BCRTA covenants for itself, its heirs, executors, administrators, successors, and assigns and all persons claiming under or through it or them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises or Project herein leased, and BCRTA and any person claiming under or through BCRTA shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of BCRTA and its subtenants, licensees, vendees or customers in the Premises or Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the University and the BCRTA have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized representatives, all as of the date first above written.

WITNESS:

LESSOR:

MIAMI UNIVERSITY, a public institution of higher education established and existing under the laws of the State of Ohio

By: _____

Name: David K. Creamer

Title: Sr. Vice President for Finance and Business Services/Treasurer

WITNESS:

LESSEE:

BUTLER COUNTY REGIONAL TRANSIT AUTHORITY, an Ohio regional transit authority

By: _____

Name: _____

Title: _____

[Acknowledgments appear on the next following page.]

[ADD ACKNOWLEDGMENTS]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

DEPICTION OF PREMISES AND EASEMENTS

EXHIBIT C

PROJECT EQUIPMENT

After execution of this Lease, BCRTA will prepare and the parties will execute a Letter Agreement setting forth an itemized description of the Project Equipment. Once executed, the Letter Agreement will be attached hereto as **Exhibit C** immediately following this page.

EXHIBIT D

FORM OF ACCEPTANCE LETTER

Landlord: **Miami University (“University”)**
501 E. High Street
Oxford, Ohio 45056

Tenant: **Butler County Regional Transit Authority (“BCRTA”)**
3045 Moser Court
Hamilton, Ohio 45011

Premises: The Chestnut Street Shared Services Facility and Multimodal Station

(For the purposes of this Acceptance Letter the Chestnut Street Shared Services Facility and Multimodal Station is referred to as the “Premises”, however, the use of that term is not intended by the parties to alter the definition of the term “Premises” set forth in the Ground Lease Agreement described below.)

Re: Ground Lease Agreement, dated for reference purposes only as _____, 2023, by and between University and BCRTA with respect to the Premises as described in the Ground Lease Agreement (“Lease”).

This is to advise that the undersigned has inspected the improvements at the above-referenced Premises and hereby confirms the following:

Acceptance Representations by BCRTA:

1. Provided that BCRTA has delivered to University a certificate of insurance evidencing that BCRTA has obtained the coverage required pursuant to the terms of the Lease and that University is named as an additional insured (“Certificate of Insurance”), BCRTA has accepted possession of the Premises pursuant to the terms of the Lease.
2. That the improvements and space required to be furnished according to the aforesaid Lease have been completed and supplied by University in all respects and in compliance with all applicable codes.
3. To BCRTA’s knowledge, the University has fulfilled its obligations under the Lease up to this point in time.
4. That no Rent has been prepaid except as provided by the Lease.
5. That there are no existing defenses or offsets which the undersigned BCRTA has against the enforcement of said Lease by the University.
6. That the aforesaid Lease has not been modified or altered, except as set forth herein.
7. The Commencement Date of the Lease is the ____ day of _____, ____.
8. The Termination Date of the Lease is the ____ day of _____, ____.
9. That the Lease remains in full force and effect.

Contingent Representations under Section 4.04 of the Lease:

[The following representations shall not be required to be included in the Acceptance Letter if the Project Funds have been exhausted prior to completion of the Project.]

10. That the acquisition, construction and installation of the Project has been substantially completed and a temporary or final certificate of occupancy has been issued therefor and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for.
11. That the Project has been acquired, constructed and installed to the BCRTA's' satisfaction and all costs and expenses incurred in connection therewith have been paid.
12. That, except for disputed claims for payment, BCRTA has received full and final releases and waivers of liens from all contractors performing work on the Project.
13. That all permissions required of governmental authorities for the occupancy of the Premises have been obtained, including a temporary or final certificate of occupancy.

UNIVERSITY:
Miami University,
a public institution of higher education established
and existing under the laws of the State of Ohio

By: _____

Its: _____

Signature: _____

Dated this ____ day of _____, 20__

BCRTA:
Butler County Regional Transit Authority,
An Ohio regional transit authority

By: _____

Its: _____

Signature: _____

Dated this ____ day of _____, 20__

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”), made as of this ____ day of _____, 20__ (the “**Effective Date**”), by and between **the City of Oxford, Ohio (fka The Village of Oxford)**, an Ohio municipal corporation having a principal place of business at 15 South College Avenue, Oxford, Ohio 45056 (“**Oxford**”); and **Miami University**, a public institution of higher education established and existing under the laws of the State of Ohio having a principal place of business at 501 E. High Street, Oxford, Ohio 45056 (“**Miami**”),

W I T N E S S E T H:

WHEREAS, Oxford is the owner of certain parcels of land situated in Butler County, Oxford, Ohio, identified in the Butler County Auditor’s Office (the “**Auditor’s Office**”) as Tax Parcel Numbers H4100115000012 and H4000115000016 as more particularly described on Exhibit “A” attached hereto and made a part hereof (“**Parcel 2**” and “**Parcel 3**” or collectively the “**Oxford Parcels**”);

WHEREAS, Miami is the owner of a certain parcel of land situated in Butler County, Oxford, Ohio, identified in the Auditor’s Office as Tax Parcel Number: H4000115000008 (“**Parcel 1**” or the “**Miami Parcel**”) as more particularly described on Exhibit “B” attached hereto and made a part hereof;

WHEREAS, Miami, in conjunction with, by, and through **Butler County Regional Transit Authority**, an Ohio regional transit authority having a principal place of business at 3045 Moser Court, Hamilton, Butler County, Ohio 45011 (“**BCRTA**”) desires to bolster the public transit infrastructure and amenities in Butler County, Ohio, by constructing a multimodal transportation facility, which is designed to support regional job-seekers and education-seekers, transit-dependent families, local residents and visitors, and which BCRTA intends to call The Chestnut Street Shared Services Facility and Multimodal Station;

WHEREAS, in furtherance of the construction of the multimodal transportation facility the parties desire to create certain rights and privileges and impose certain covenants, restrictions and conditions upon the Oxford Parcels and Miami Parcel.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound hereby, Oxford and Miami hereby agree as follows:

1. Incorporation. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference as though fully set forth.

2. Definitions. In addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

“**Easements**” shall mean, collectively, the Access Easement and the Construction Easement.

“**Easement Areas**” shall mean the Access Easement Area and the Construction Easement Area.

“**Owner**” shall mean the then record holder of fee simple title to any portion of a Parcel.

“**Parcel**” shall mean any of the Oxford Parcels and/or the Miami Parcel.

“**Party**” shall mean any Owner of any portion of a Parcel and their respective successors and assign, who become owners in fee of any portion of a Parcel; the “**Parties**” shall mean all such Owners.

“**Permittees**” shall mean each respective Owner’s employees, agents, contractors, customers, tenants, subtenants, invitees and licensees in connection with the Owner’s ownership of the Miami Parcels and/or the Oxford Parcel, as applicable.

“**Person**” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or governmental authority.

3. Access Easement.

(a) Pursuant to the terms and conditions set forth herein, Oxford, as Owner of the Oxford Parcels, hereby declares, establishes, creates and grants in favor of the Owner of the Miami Parcel a perpetual non-exclusive easement and right-of-way (the “**Access Easement**”), subject to all matters of record, for the benefit of the Miami Parcel over and across the Access Easement Area (as hereinafter defined) for vehicular and pedestrian (but not for parking purposes) ingress and egress to and from the Miami Parcels to Chestnut Street. The Access Easement shall be for the non-exclusive benefit of the Owner of the Miami Parcel, and its respective Permittees, and shall be used in common with the Owner of the Oxford Parcels and its respective Permittees. As between Oxford and Miami, Miami shall maintain, or cause to be maintained, the Access Easement Area in accordance with all laws and in good and safe condition. The Access Easement shall run with the land and inure to the benefit any successor Owner of the Miami Parcel.

(b) The “**Access Easement Area**” as used in this Agreement shall mean those portions of the Oxford Parcel that are intended to be used from time to time for a driveway, driving area or access area for the passage and accommodation of pedestrians and vehicles, but not for

parking purposes and that are reasonably necessary to access the Miami Parcel to and from Chestnut Street.

(c) Miami shall not cause or permit any disruption, obstruction or damage at or on the Oxford Parcels, nor shall Miami cause or permit any loitering, nuisance or debris to accumulate at or on the Oxford Parcels, including, without limitation, in or on the Access Easement Area. The Owner of the Oxford Parcels may modify, change, reconfigure or reduce the Access Easement Area in its sole and absolute discretion so long as doing so does not eliminate the access (without alternative access being provided) to the Miami Parcel for vehicular and pedestrian ingress and egress to and from Chestnut. Notwithstanding anything set forth herein to the contrary, Miami and/or its Permittees may install fencing and gates in, on, and/or around the Access Easement Area in order to control access to the Access Easement Area consistent with the use of the Miami Parcel and the Oxford Parcels as a multimodal transportation facility.

4. Construction Easement.

(a) Pursuant to the terms and conditions set forth herein, Oxford, as the Owner of the Oxford Parcels, hereby declares, establishes, creates and grants in favor of Miami, as the Owner of Parcel 1, subject to all matters of record, a temporary, exclusive easement and right for the benefit of Parcel 1 over and across the Construction Easement Area (as hereinafter defined) for the use of Miami and its Permittees to aid in the construction, installation, maintenance, use, repair, replacement and/or removal of transit station facilities on Parcel 1, Parcel 2, and Parcel 3 (the “**Construction Easement**”). Miami, as the Owner of Parcel 1, and its respective Permittees, shall use the Construction Easement Area for purposes in aid of the construction on Parcel 1, Parcel 2, and Parcel 3 of a transit station facility only in accordance with this Agreement and for no other purpose. The Construction Easement shall run with the Land and shall inure to the benefit of any successor Owner of Parcel 1.

(b) The “**Construction Easement Area**” shall mean that area located on the Oxford Parcels as depicted and described on Exhibit “_____” attached hereto and made a part hereof. Except as expressly set forth herein, Miami and its Permittees shall have no other rights to use (i) any other portion of the Oxford Parcels or (ii) the Construction Easement Area for any other purpose.

5. Maintenance of Access Easement Area. As between Oxford and Miami, Miami shall maintain the Access Easement Area in good condition and repair.

Notwithstanding anything herein to the contrary, all costs and expenses incurred for maintenance, repairs or replacements of the Access Easement Area necessitated by the negligent acts or omissions of an Owner of the Oxford Parcels (or any portion thereof), or its Permittees, shall be borne solely by such Owner of the Oxford Parcels (or any portion thereof), respectively. The Owner of the Miami Parcel and its Permittees shall at all times use the Access Easement Area in a reasonable manner and shall not cause unreasonable wear or tear or damage to the Access Easement Area. Except as expressly set forth herein, Miami and its Permittees shall have no other

rights to use (i) any other portion of the Oxford Parcels; or (ii) the Access Easement Area for any other purpose.

6. Maintenance of Construction Easement Area. As between the Owner of the Miami Parcel and The Owner of the Oxford Parcels, the Owner of the Miami Parcel shall maintain the Construction Easement Area in accordance with all applicable laws and in good condition and repair. Notwithstanding anything herein to the contrary, the Owner of the Miami Parcel and its Permittees shall at all times use the Construction Easement Area in a reasonable manner and shall not cause unreasonable wear or tear or damage to the Construction Easement Area. Except as expressly set forth herein, Miami and its Permittees shall have no other rights to use (i) any other portion of the Oxford Parcels; or (ii) the Construction Easement Area for any other purpose.

7. Right to Modify or Assign. This Agreement may be terminated, extended, modified or amended only by written agreement signed by the Owners and recorded in the Butler County, Ohio, Recorder's Office.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public, or for any public use or purpose whatsoever.

9. No Transfer. The Owner of the Miami Parcel cannot extend any rights or benefits created under this Agreement to any real property other than the Miami Parcel. The easements and rights granted hereunder shall be used only in connection with the business(es) operating at or on the Miami Parcel.

10. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective operations, businesses, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

11. Governing Law. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

12. Release of Liability Following Transfer of Title. The transferee in any sale, transfer or other conveyance of a Parcel(s), or any portion hereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such transferring Party was heretofore obligated to perform as respects the Parcel(s) or part thereof so conveyed and agrees, upon request from the other Party hereto to execute an instrument, in recordable form, which is legally sufficient to evidence such assumption. In addition, if any Party transfers an interest in all or any portion of its Parcel(s) to secure indebtedness by way of mortgage, deed of trust or in connection with a sale/leaseback or lease/subleaseback transaction, and such Party or any affiliate retains or acquires a possessory interest by way of lease or otherwise on the Parcel(s) or portion thereof so transferred, then so long as such Party has such possessory interest,

the owner of fee simple title to the Parcel(s) of such Party or portion thereof in the case of a sale/leaseback financing transaction, or the lessee/sublessor in the case of a lease/subleaseback transaction, as the case may be, shall not be primarily liable for the obligations of such Party, it being agreed that such Party shall remain primarily liable for the performance thereof and that performance by such Party of such obligation shall be deemed a performance by such owner, lessee or holder, as the case may be, and shall be acceptable to the other Party with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

13. Term.

(a) With respect to the Access Easement, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until the expiration of the Lease Term of forty (40) years and any extensions thereof pursuant to that certain Ground Lease Agreement between Miami as lessor and BCRTA as lessee for the construction and operation of The Chestnut Street Shared Services Facility and Multimodal Station. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

(b) With respect to the Construction Easement, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until the acquisition, construction and installation of The Chestnut Street Shared Services Facility and Multimodal Station has been substantially completed and a temporary or final certificate of occupancy has been issued therefor. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be

unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

14. Mortgages. This Agreement shall not restrict a Party's right to assign or convey its interest in its Parcel or in this Agreement to a mortgagee as additional security or collateral security. However, any and all mortgages granted to a mortgagee on any Parcel shall be subordinate and subject to this Agreement and any person foreclosing any such mortgage or acquiring title to the premises affected thereby shall acquire title subject to all of the terms of this Agreement.

15. Miscellaneous. All references in this Agreement to the single number and neuter gender shall be deemed to mean and include the plural number all genders, and vice versa, unless the context shall otherwise require. The headings contained herein are for convenience only and shall not affect the interpretation of this Agreement. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESS:

OXFORD:

CITY OF OXFORD, an Ohio

By: _____

Name: _____

Title: _____

WITNESS:

MIAMI:

MIAMI UNIVERSITY, an Ohio

By: _____

Name: _____

Title: _____

[Signature Page to Easement Agreement]

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of _____, a _____ which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said _____, being thereunto duly authorized by said _____; that the same is his/her free act and deed and the free act and deed of said _____. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of _____, a _____ which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said _____, being thereunto duly authorized by said _____; that the same is his/her free act and deed and the free act and deed of said _____. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

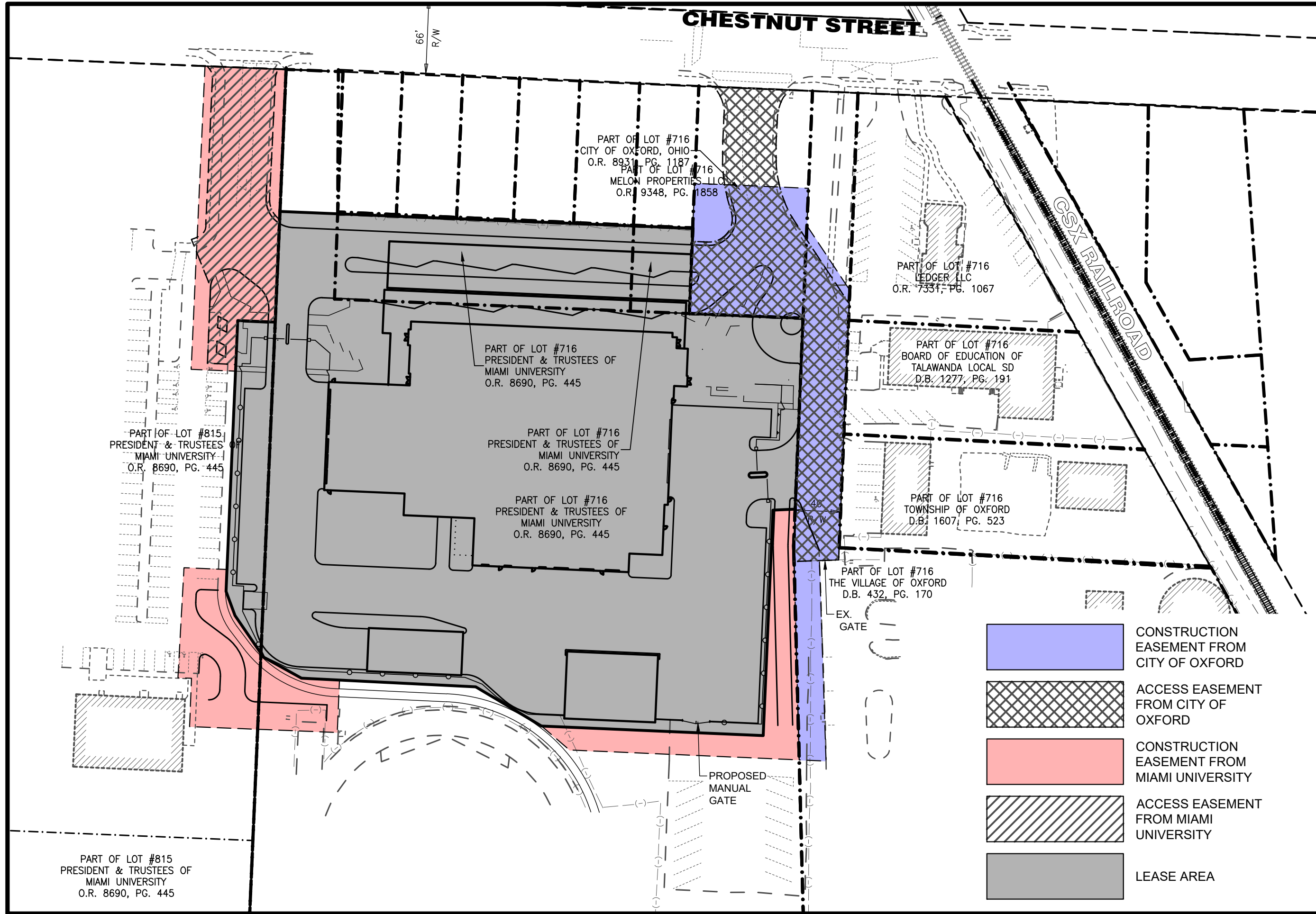
Notary Public


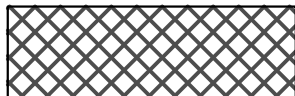



My Commission Expires:

EXHIBIT "A"
OXFORD PARCELS

EXHIBIT "B"
MIAMI PARCEL

4858-3516-3177.4



-  CONSTRUCTION EASEMENT FROM CITY OF OXFORD
-  ACCESS EASEMENT FROM CITY OF OXFORD
-  CONSTRUCTION EASEMENT FROM MIAMI UNIVERSITY
-  ACCESS EASEMENT FROM MIAMI UNIVERSITY
-  LEASE AREA

Drawing:	
Scale:	1" = 80'
Drawn by:	
Checked By:	
Issue Date:	4-11-2022

RESOLUTION R2023-xx

WHEREAS, Miami University is dedicated to efficient operations, offering an education of equal or higher quality while decreasing their costs; and

WHEREAS, Section 3333.95 of the Ohio Revised Code requires all boards of trustees of Ohio's state institutions of higher education to complete an efficiency report annually for the Chancellor of Higher Education which is compiled by the chancellor into a statewide report shared at year end with the governor and legislature; and

WHEREAS, there are a number of other topics that are required to be addressed in the report per the Ohio Revised Code, including Section 3333.951(C) requires institutions to report on their annual study on the cost of textbooks for students enrolled in the institution, 3333.951(B) requires Ohio's co-located colleges and universities to annually review best practices and shared services, Section 3345.59(E) requires information on efficiencies gained as a result of the "regional compacts," Section 3345.027 requires policies to be established granting potential student employers access to transcripts, and Miami's implementation of the "Second Chance Grant" program created Section 3333.127; and

WHEREAS, Miami University recognizes with the adoption of this resolution continues to progress with its efficiency actions and affordability consistent with objectives originally outlined by the Ohio Task Force report; and

WHEREAS, the institution's efficiency report was presented to Miami's Fiscal Priorities committee; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Trustees of Miami University accepts the FY 2023 efficiency report; and

BE IT FURTHER RESOLVED: that the Board of Trustees directs the Senior Vice President for Finance and Business Services to submit the accompanying report and the related recommendations to the Chancellor of Higher Education by the legislated deadline.



Department of
Higher Education

Mike DeWine, Governor
Randy Gardner, Chancellor



Affordability & Efficiency

FY23 Efficiency Reporting Template

Introduction:

Ohio Revised Code section 3333.95 requires the chancellor of the Ohio Department of Higher Education (DHE) to maintain an “Efficiency Advisory Committee” that includes an “efficiency officer” from each state institution of higher education (IHE). Each IHE must then provide an “**efficiency report**” updated annually to DHE, which is compiled by the chancellor into a statewide report shared at year end with the governor and legislature. The committee itself meets at the call of the chancellor.

The first several Efficiency Reports were heavily influenced by and structured around the Ohio Task Force on Affordability and Efficiency’s October 2015 report “Action Steps to Reduce College Costs” (Task Force). The Task Force report provided many good recommendations that sharpened our focus and set a course for increasing efficiency throughout public higher education in Ohio. Since then, the Efficiency Reports have transitioned to other timely issues. This year’s report will continue that practice.

In addition, there are a number of topics that are required to be addressed per the Ohio Revised Code. Specifically, ORC Section 3333.951(C) requires IHEs to report on their annual study to determine the cost of textbooks for students enrolled in the institution. ORC 3333.951(B) requires Ohio’s co-located colleges and universities to annually review best practices and shared services and report their findings to the Efficiency Advisory Committee. ORC 3345.59(E) requires information on efficiencies gained as a result of the “regional compacts” created in 2018.

The reporting template also requests information regarding college debt and debt collection practices, among other things.

Your Efficiency Report Contact: David Cummins, Associate Vice Chancellor Financial Planning and Oversight, 614-752-9496, dcummins@highered.ohio.gov Please provide your institution’s efficiency report by **Friday, November 3, 2023** via email to OdheFiscalReports@highered.ohio.gov

As in previous years, the Efficiency Reporting Template is structured into the following sections:

- **Section I: Efficiency and Effectiveness** – This section captures information on progress made from strategic partnerships and practices that are likely to yield significant savings and/or enhance program offerings.
- **Section II: Academic Practices** – This section covers areas more directly related to instruction, with an emphasis on actions taken to reduce the costs to students of textbooks, including the options of Inclusive Access and Open Educational Resources.
- **Section III: Policy Reforms** – This section captures state IHE responses to suggested policy reforms originating from state initiatives, including transcript withholding and Second Chance Grants as created in Sub. SB 135.
- **Section IV: Future goals** – In the spirit of continuous improvement, the DeWine-Husted administration continues to request feedback on steps the state can take to support your institution's goals.

For purposes of this report, efficiency is defined on a value basis as a balance of quality versus cost:

- Direct cost savings to students (reducing costs)
- Direct cost savings to the institution (reducing costs)
- Cost avoidance for students (reducing costs)
- Cost avoidance to the college/university (reducing costs)
- Enhanced advising, teaching (improving quality)
- IP commercialization (improving quality)
- Graduation/completion rates (improving quality)
- Industry-recognized credentials (improving quality)
- Experiential learning (improving quality)

These are examples only. Please consider your responses to address broader measures of efficiency, quality, cost and value. Please also note that this is only a template. Feel free to respond in any additional way you believe is helpful.

Miami University

Section I: Efficiency and Effectiveness

Benchmarking

Each institution should regularly identify and evaluate its major cost drivers, along with priority areas that offer the best opportunities for efficiencies. Institutions should also track their progress in controlling costs and improving effectiveness.

1. Does your institution utilize Higher Education Information (HEI) system data to evaluate the efficiency of operations? If so, which data sources are most useful or informative? How can the data provided in HEI be better utilized for this purpose?

The Department of Planning Architecture and Engineering uses HEI data along with other institutional data to determine priority of capital projects. This data is also regularly used to compare the university's usage to peer institutions as a factor in prioritizing the capital plan.

2. What other data, metrics, or benchmarks does your institution utilize to evaluate operational efficiencies and the appropriate balance of instructional vs. administrative expenses? How is such data utilized by your institution? Please summarize and provide an overview of your performance based on each measure.

Miami University participates in an administrative benchmarking consortium of 72 institutions of higher education from across the United States and Canada. Seven other Ohio-based universities are also part of the consortium. The Helio Campus tool uses a standard activity model to assess a variety of measures of efficiency covering approximately 200 fiscal years from FY14 through FY22.

Miami University's administrative units generally outperform other institutions in the consortium on various measures of efficiency and has among the highest levels of centralization of administrative services tracked in the database.

Facilities Planning

In April 2022 the Auditor of State's Office completed a Performance Audit of the facility inventory data maintained by DHE. AOS provided three recommendations within that audit:

- DHE should work to ensure that all institutions report data by a specified date and it should develop and follow internal data verification methods.
 - DHE should provide the collected facilities data in a timely manner so that policy makers can make informed decisions relating to necessary changes in the state operating and capital budgets.
 - DHE should develop a strategic plan for higher education, with a focus on facilities.
1. How has your institution employed planning and changing use of campus space to reduce costs and increase efficient use of capital resources?
 - a. Miami combines departmental offices when multiple programs exist in a building being renovated or constructed new. This practice allows leadership in each department to share resources which includes, but is not limited to – secretarial and administrative assistance, computing equipment, audio visual equipment, general office equipment, and reduces overall space requirements through consolidation. This was most recently deployed with the planning and construction of our Clinical Health Sciences and Wellness facility (combines offices for Speech Pathology and Audiology, Nursing, and Physician's Associates) and the McVey Data Science Building (combines offices ETBD, Computer Science Engineering, Statistics)
 - b. Several years ago, Miami developed a long-range housing master plan (LRHMP), which intended to renovate, replace, and remove aging housing and dining building stock in a manner that is most efficient for the university. This was a major initiative, which has been executed over a decade of time. Planning has been a crucial part of optimizing a capital spend of over \$750 million and minimizing operational costs as part of this effort. This planning effort has dramatically reduced energy spend (described in greater detail below), labor spend, and supplies and materials spend. A recent example was the planning associated with the renovation of our Bell Tower dining venue as a part of the Ogden residence hall renovation. Bell Tower had operated as a traditional dining experience. Our planning staff worked closely with operational teams to design and install a large-scale mobile-order ghost kitchen requiring limited to no physical branding, substantially less staffing, and ultimate flexibility to quickly and cost effectively meet students' changing needs.
 - c. Miami has also developed a utility master plan (UMP). The plan's overall goal is to develop a strategy to reduce our spend on energy through reduction in waste and to minimize the risk of major capital investments supporting infrastructure facing greater environmental regulation and cost. The strategy has been to convert the campus from an inefficient high-pressure steam production and distribution system to low-temperature heating hot water and simultaneous heating and cooling. This type of transition was only possible with integrated planning between the long-range housing master plan, other major capital renovations, and navigating end-of-life schedules of complicated infrastructure. During this past fiscal year, the campus used the construction of the Clinical Health Sciences and Wellness facility to complete the conversion of the south campus. Further, the central academic quadrangle was also converted. While each project is difficult to uniquely identify, the planning work over the past decade has reduced our energy consumption on the entire campus by more than 50% per gross square foot of building space.

2. How have recent enrollment trends, including changing demographics and the increased utilization of distance learning, impacted facilities planning at your institution?
 - a. Do you see continued increases in distance learning, or do you think that the percentage of courses taken by distance learning has reached a stable level?

Miami's mission asserts that Miami's Oxford campus provides a "highly involving residential experience," with Oxford students meeting a two-year residency requirement and selecting from a variety of living-learning communities and academic neighborhoods. As a result, Miami does not have a large distance learning portfolio of courses and programs. However, Miami is committed to providing a superb education to adult and traditional-aged students who are time and place-bound; and to meet their needs, we do have a selective offering of online courses and programs; and over the past five years, we have developed a number of new professional, health-related and technology- oriented programs (which include clinical placements, fieldwork, co-ops or internships) which are better suited for some online instruction. Thus, it is not surprising that since FY2019, the credit hour enrollment for in-person instruction has slightly decreased on both the Oxford and Regional campuses, while the online instructional credit hours have slightly increased on all campuses. As we continue to meet the needs of an increasingly mobile and more diverse student population, we would anticipate that these trends would continue.

Miami does see opportunities for continued growth in distance learning. However, the growth in distance learning is not reducing the residential undergraduate model, but rather serving non-traditional students that otherwise would not complete higher education ambitions. Miami's focus on distance learning is creating pathways for Ohio residents that have begun, but not completed degrees. Other areas of distance learning growth are supporting continuing education of Ohio's workforce to remain competitive in their roles.

3. What benchmarks or data sources does your institution use to assess demand for physical space?

Space utilization decisions at Miami University are guided by principles and processes set forth by the Space Utilization Group (SUG) which also includes a subcommittee focused specifically on academic spaces. Decisions made by SUG are also guided by departmental and divisional input and needs, Miami policy as well as standards set forth by the State of Ohio and the Ohio Department of Higher Education.

In addition to advising on initiatives and policies relating to academic space, SUG reviews and analyzes academic spaces to assist University leadership and administrative units to use Miami University space assets in an efficient yet flexible manner with the goal of supporting the academic mission of the university. Each year, all classrooms, labs and other academic instructional spaces are inspected by members of IT Services, Physical Facilities & Planning and Academic Affairs for technology, structural, furniture and other related issues. Rooms are given a color code so that critical issues are addressed first.

Periodically, Miami hires outside consultants to provide recommendations on efficient uses of space. For example, in 2019, Perkins & Will conducted a major study on classroom usage; this study's findings guided our planning for new and existing academic buildings.

SUG serves as a professional resource for academic space items for all campuses of Miami University including making recommendations on policies, procedures and principles for academic space utilization; providing communication and advising decision-makers on appropriate policies and procedures to University academic stakeholders. It also provides advice on major project requests and capital improvement priorities related to academic affairs when requested. It reports to the President, the Provost, and the Vice President for Finance and Business Services. In fiscal year 2023, the provost allocated \$3.5 million to improve credit-bearing, instructional spaces on the Oxford campus. Funding requests which are approved by SUG using a set of criteria will result in improvements such as structural renovations, furnishings, equipment, and/or technology

a. Do you see a shift in the demand for different types of physical space, e.g. lab space?

Yes. The university has invested in resources to increase the amount of research dollars brought into the university. It is expected this could result in more square footage needed to be dedicated to research over time. The comprehensive approach to space assignment reflects this anticipated change. Miami University prioritizes undergraduate research as a unique offering for its undergraduate students. This allows some research space to also be utilized as instructional space, offering opportunities for reducing instructional space.

4. Does your institution utilize HEI physical structure data or area utilization data to inform the six-year capital planning process?

Yes, this data is collected and maintained by the Department of Planning Architecture and Engineering. This data is used to determine priority of capital projects along with other institutional data. This data is also regularly used to compare the university's usage to peer institutions as a factor in prioritizing the capital plan.

Template

Regional Compacts

ORC Section 3345.59 requires regional compacts of Ohio’s public institutions, with an executed agreement in place by June 30, 2018, for institutions to collaborate more fully on shared operations and programs. The section identifies nine areas to be addressed to improve efficiencies, better utilize resources and enhance services to students and their regions. Per paragraph E of that section:

(E) Each state institution of higher education shall include in its annual efficiency report to the chancellor the efficiencies produced as a result of each compact to which the institution belongs.

Specific to the Regional Compact in which your institution is a member, please describe collaborations that have occurred within the regional compacts and the efficiencies or enhanced services provided in any of the relevant categories below.

Category	Description
Reducing duplication of academic programming	<p>Miami continues to take ambitious strides to ensure that it offers the optimum portfolio of academic programs and courses to align with the university’s mission, to meet student needs and employer demand, to eliminate unnecessary duplication, and to prepare Miami students for professional and lifelong success.</p> <p>Below are four interrelated initiatives designed to advance the goal of delivering an exceptional curricular portfolio:</p> <ol style="list-style-type: none"> 1) Academic Program Evaluation, Improvement & Prioritization (APEIP) Project is a response to a recommendation in MiamiRISE (Miami’s strategic plan) to conduct a comprehensive, one-time evaluation of all undergraduate and graduate academic programs. <p>In fall 2020, each department and division were provided detailed internal and external data on their programs and courses, including: student demand, employer demand, competitive intensity, application and information request trends, enrollment (head count & completions), student credit hours (by major, by faculty, and by lower vs. upper division), instructional cost per hour, section capacity and fill rates in departmental courses, DFW rates in courses, time to degree, degrees awarded, employment rates, and faculty data (course loads, research productivity, etc.).</p> <p>Using the data provided, departmental faculty, department chairs, and deans collaboratively identified initial ratings for each program. Forty-three of 260 programs (16.5%) were given the rating “continuous improvement with potential additional resources,” and 120 (55%) were given the “continuous improvement with minor difficulties” rating. Forty-nine programs (18.8%) were asked to engage in program restructuring due to significant difficulties in the program, and 34 programs (13.1%) were voluntarily eliminated by the</p>

faculty of the program's home department in consultation with the dean. An additional 14 programs, which had not been admitting students in recent years, were removed from the books through standard processes. Programs nominated for elimination were judged by departmental faculty as either outdated or duplicative, had histories of low enrollments, or were misaligned with the University's mission and faculty expertise.

In fall 2021, deans worked with their departments to develop 3-5-year curricular action plans to improve the programs that were not eliminated. Each May since then, departments have submitted progress updates on their plans; the Office of the Provost offers feedback on each report and develops an overall summary of the plans and actions taken which is shared with the deans, Provost, President and Board of Trustees. In the past year, an additional five programs were voluntarily eliminated by the departments, making the total of program eliminations 44.

In fall 2023, the undergraduate programs with the lowest enrollment trends (total of 17) have been identified for possible program elimination or consolidation. Departments have been asked to develop a concrete plan by the end of the fall 2023 semester.

- 2) Launched in August 2021, the **Miami Academic Program Incubator (MAPI)** is a resource and consultation service for departments that aims to encourage, support and incentivize the rapid revitalization and creation of undergraduate and graduate programs that ensure Miami offers a high-quality and cost-effective portfolio of academic programs.

Departments and divisions that are considering a new academic program or a significant revision to an academic program are required to participate in MAPI. MAPI is led by a steering team of University leaders who provide data and research on program ideas (data are gathered internally and externally from third-party vendors such as EAB and Gray Associates), curriculum coaching (including recommendations for collaborations with other departments, divisions and institutions), concrete narrative feedback on the program idea (as articulated in a brief concept paper prepared by the department) and the opportunity to apply for seed funding to jumpstart the program (if appropriate). The MAPI team also engages in research on future trends in higher education and provides recommendations to deans and chairs on potential new directions for existing programs as well as possible ideas for new programs.

Since its inception in fall 2021, MAPI has produced the following outcomes:

- Vetted 24 concept papers for new programs or significant revisions of existing programs. Following the review of the concept papers and data analysis and feedback from MAPI, 14 of the 24 projects were not advanced by the department or division. Seven have been developed into full proposals for formal approval, and the remainder

are still under consideration by the department or division. (Note: We see the fact that some concepts were not brought to fruition as positive. Prior to MAPI it is likely that all ideas would have been shaped into new programs, and many of those programs would likely not have succeeded, costing the University unnecessary resources and time.)

- Developed Guidelines for Cross-Divisional & Cross-Departmental Programs to encourage course and program sharing.
- Developed a new Learning Management Project site and website to provide information to departments on developing new programs (including glossary of curricular terms, information on best practices in program design, contact information for all key curricular needs, guidance on marketing and budget)
- Contracted with two external research consultation services, Gray Associates and EAB, to assist in market feasibility studies, program assessments, and future trends in higher education; secured a new “enroll predict” machine learning tool from Gray Associates to assist in more accurate enrollment predictions for individual programs
- Engaged in ongoing research on promising trends in academic programs which helped to shape revisions of existing programs (revising our math programs to become more applied in focus, shifting our manufacturing engineering programs to focus on “smart” technology, and enhancing our marketing program to leverage digital approaches) and to develop ideas for new programs (e.g., masters in counseling psychology, post-baccalaureate certificate in speech pathology, digital health solutions professional education program) which are now under development
- Streamlined the procedure for approval and launch of new programs.

3) **Department Planning & Improvement Process** is a new model for academic program review that was approved in April 2022 and will be launched in 2024 (as the APEIP project phases out). Its focus will be on continuous improvement (including a comprehensive review led by a team of internal and external faculty experts plus biennial updates). It will feature:

- Collaboratively developed strategic goals for each review (created in conversation with the department, dean and Office of Provost);
- Holistic emphasis (encompassing all aspects of the department, including its academic programs and curricula, reports on assessment of student learning outcomes, and success in the advancement of DEI goals);

- Six-year cycle (with updates on progress every two years in between the comprehensive review);
- Review team members who provide consultation on strategic goals in addition to an evaluation of the department;
- Process customized for departments with professional accreditation reviews; and
- Robust support for the process (e.g., consultation, departmental orientation, data workbooks, team chair training).

Seven departments have been identified to participate in the pilot phase and are now working on developing strategic improvement goals and self-assessment documents.

- 4) In 2022, Miami University conducted a review of potential duplicate associate and baccalaureate programs with another university in the southwest Ohio region, specifically University of Cincinnati. Seventy programs were identified by the Ohio Department of Higher Education.

Although program-based collaboration is an exciting option for some programs, it is important to note that the main campuses of Miami University and University of Cincinnati are at least one hour driving distance from one another, and both campuses serve residentially based students who will be less inclined to commute that distance for courses. Online offerings at both institutions are limited.

The Office of the Provost compiled the program data and shared the information with the academic deans who offered feedback based upon their contextual understanding of the program's mission, purpose and effectiveness. Each academic dean consulted with the appropriate department to determine the recommendation action. Possible actions include:

- **No action:** The program is well aligned with the University's liberal arts mission and/or experiencing strong enrollment and/or has a strong track record of student success outcomes.
- **Program elimination:** The program is outdated, experiencing declining enrollments or deficient success outcomes.
- **Program restructuring:** The program will undergo significant revisions for improvement.
- **Possible collaboration with University of Cincinnati.**

Several programs were identified for possible collaboration with UC. These include: French, Classical Studies, Critical Race & Ethnic Studies, and Women's, Gender & Sexuality Studies. Faculty have been collaborating on new course sharing and other curricular and research collaborations.

	<p>5) HumanitiesFUTURES: In summer 2023, the Provost formed a group of faculty leaders in humanities disciplines to develop new initiatives and strategies for promoting humanities and liberal arts learning outcomes and programs that address the changing landscape of higher education. This team is working on curricular innovations, career readiness, and communication strategies and initiatives to assist faculty in crafting cost-effective courses, programs and other learning opportunities that leverage the liberal arts while meeting the demands of students.</p>
<p>Implementing strategies to address workforce education needs of the region</p>	<p>Miami has submitted and received approval for 259 out of 263 Transfer Assurance Guides and is now 98.5% compliant for all Transfer Assurance Guides and has received approval for 31 of a possible 33 Career Technical Assurance Guides for which we are eligible, making us 93.9% compliant. Faculty are working on submitting materials for approval for the remaining TAG, CTAG and the new ITAG course matches in the fall 2023 semester.</p> <p>Miami actively participates in the One-Year Option and Ohio Guaranteed Transfer to Degree Pathways – all designed to obtain technical credits without unnecessary duplication or institutional barriers. Miami has developed over 25 OGTP pathways in business, arts & humanities, as well as social and behavioral sciences. We are in the process of submitting three additional pathways in engineering. Miami has also developed articulation agreements with many Ohio public institutions in majors that are not part of the Ohio Guaranteed Transfer to Degree Pathways. See: https://www.miamioh.edu/academic-affairs/admin-affairs/partnerships-educational-institutions/post-secondary-educational-partnerships/index.html</p> <p>Miami’s senior associate provost serves on the Ohio Articulation & Transfer Advisory Board of the Ohio Department of Higher Education where she regularly collaborates with leaders from career technical centers as well as two- and four-year institutions across the state. She also served as co-chair (with the UC vice provost) of the statewide committee to revise the Ohio Transfer Module into the new OT36 model. One of the key goals of the new Ohio Transfer 36 is to ensure more meaningful credit that directly improves students’ time to degree. Miami has already secured approval for 78 courses to be included in OT36.</p> <p>Miami has an innovative Work+ program which is designed for Miami University Regionals students to obtain an associate or bachelor's degree while working part-time and getting their tuition paid. Work+ makes it possible for a student to earn a college degree debt-free. Closely to twenty current workforce partners include: Premier Health Atrium Medical Center, Kettering Health Hamilton, BCRTA, Boys & Girls Club of West Chester, Community First Solutions, FasTest Labs, the Fischer Group, Bilstein, GMi Companies, Nation Coating Systems, Worthington Industries, YMCA, Shape Corp, Butler County General Health District, and Zahra Investments. During 2022-2023 our Work+ partners provided approximately \$250,000 in tuition for students. See: https://miamioh.edu/regionals/student-resources/work-plus/index.html</p>

	<p>Miami also offers a diverse array of TechCred opportunities for students which are credentials for students and adult working professionals to upskill their technological capacities. Miami offers credentials in agile project management, computer skills for the workplace, digital marketing, photoshop, data analytics, ICAgile Certified Professional, SQL Queries, cybersecurity, additive manufacturing, advanced manufacturing, CAD/CAM 1, manufacturing engineering materials, material science and machinability of materials, mechatronics technology, and robotics and automation. See: https://miamioh.edu/techcred/</p> <p>Additionally, Miami directly engages employers through custom training solutions. Miami has developed a modern healthcare supply chain course for Bon Secours Mercy Health and data analytics courses for the Cleveland Clinic; we also continue to license miniMBA content to Tri-Delta's alumni network. More specifically, the Scripps Gerontology Center offers emotion-focused communications training to caregivers (particularly those providing care for patients with dementia). In addition to these courses, Miami offers non-degree programs focused on business, leadership, and inclusivity in the workplace that are available to employers and individual working professionals. See: https://miamioh.edu/professional</p> <p>As a result of a grant funded by the Ohio Department of Higher Education, Miami faculty and staff collaborated on free online computer science and computational thinking modules to help prepare students and teachers in Ohio and nationwide.</p>
<p>Sharing resources to align educational pathways and to increase access within the region</p>	<p>Since 2018, Miami University's senior associate provost partnered with leaders from University of Cincinnati, Cincinnati State Technical & Community College, Southern State Community College, and Sinclair Community College to create a grant proposal for the "Tackling Transfer" Initiative through the Ohio Department of Higher Education. The grants have funded several all-day summits designed to promote transfer student success. To date, seven summits have been held at different campuses and institutions across the region. Over 40 persons have attended each summit. Key outcomes of these summits have included new bilateral agreements in variety of subject areas (sciences, technology, engineering), a SW Ohio Regional Transfer Summit website [https://www.uc.edu/aas/southwesttransfer.html], a charter and bylaws, and the development of a SW Ohio Transfer Toolkit which is now available on the website listed above.</p> <p>Miami partners with UC as a participant in the Southwest Regional Depository which is one of five regional depositories in Ohio that houses library materials of IUC members in lieu of new library space.</p> <p>In 2021, Miami formed the Miami University Transfer Collaborative which includes leadership from all campuses and several key units (admission, enrollment management, academic affairs, registrar, advisement and student success). This group has formulated a comprehensive strategic plan to promote greater access and success for transfer students and meaningful collaborations with our</p>

	<p>two-year institutional partners. Since its inception, the Transfer Collaborative has reviewed and revised the workflow procedure for transfer-related agreements, begun redesign of Miami's front-facing transfer web portal, developed a master list of agreements, hired a new transfer coordinator to serve as the single point of contact for our two-year partners, secured approval for an additional transfer evaluation coordinator to promote timely credit evaluations, aligned Miami's liberal education plan requirements with Ohio Transfer 36 and secured approvals for more than 75 courses to be included in OT36, and identified dedicated advisors for transfer students on all campuses as well as a new transfer coordinator on the Regional campuses.</p> <p>Miami also has partnered with several other institutions in the Southwest Ohio region to participate in the EAB Moonshot for Equity initiative (described below).</p>
<p>Reducing operational and administrative costs to provide more learning opportunities and collaboration in the region</p>	<p>Miami participates in a courier delivery service to provide requested library material to public libraries, colleges, universities and the State Library of Ohio. As members of OhioLINK, regional campuses can fully access both printed materials and OhioLINK's digital library through their library.</p> <p>Miami's Institute for Learning in Retirement engages in joint programming with the Osher Lifelong Learning Institute at the University of Cincinnati, in the West Chester area, to provide non-credit, enrichment programming for people age 50 and older. Over 400 persons are enrolled in this semester's courses.</p> <p>Representatives from all higher education institutions in Southwest Ohio continue to meet at OH-AHEAD with the goal of finding additional common services and efficiencies, such as alternative format production, to serve students with disabilities.</p>
<p>Enhancing career counseling and experiential learning opportunities for students</p>	<p>Miami Regionals (along with Cincinnati State, University of Cincinnati, and Southern State) is actively engaged in workforce education and pathway development through involvement with the Tech Prep Southwest Regional Center. Tech Prep staff members are located at Miami University Hamilton (along with Southern State Community College and Cincinnati State). Tech Prep also shares staff with a regional workforce development initiative, Partners for a Competitive Workforce, to further link the educational initiative with employers. College staff link their respective institutions to collaborative regional activities that address statewide goals focused on workforce education, pathway development and technical services. The center serves 16 secondary partner districts including three of Ohio's largest Career Technical Planning Districts (CTPDs); four urban districts; six rural CTPDs and one Compact.</p> <p>Since 2015, Miami Regionals, Cincinnati State, and UC have collaborated to offer annual conferences targeted to high school juniors and seniors interested in engineering careers. More than 1000 students have been impacted by shared expertise, business engagement and access to regional resources.</p>

	<p>Miami’s Center for Career Exploration & Success partners regularly with REDI Cincinnati to share best practices and procedures relating to internships in the Cincinnati area. Miami and UC have collaborated on several Ohio Means Internships & Co-Ops grants in the past five years to increase the number of internships and co-ops in the Southwest Ohio Region.</p> <p>Career Services & Professional Development at Miami Regionals is using MyMajors (career/academic assessment) to help students discover the best major for them to declare. This assessment has been folded into an online orientation for new students. This unit has also doubled the number of students participating in internships since fall 2022 and increased the number of internships by 40% in the past year.</p>
<p>Expand alternative education delivery models such as competency-based and project-based learning</p>	<p>Since 2019, Miami has developed 33 microcredentials and professional education programs. Microcredentials are credit-bearing programs offered on Miami’s Regional Campus that typically include nine credits of courses focusing on a workforce-related topic or skill set. Almost all of them are delivered online to provide students with maximum flexibility. Microcredential topics span business, communication & culture, engineering and technology; all were developed in collaboration and consultation with local businesses from those specific fields. Currently, about 1,500 students have earned more than 3,000 credentials. See: https://www.miamioh.edu/regionals/academics/elearning/campaigns/microcredentials/index.html</p> <p>Miami’s Oxford campus offers several professional development programs which are typically non-credit-bearing, online or hybrid, and customized for particular industries and employer and/or alumni needs. Miami has developed programs focused on data analytics, professional writing, business, advanced manufacturing, and DEI (diversity, equity & inclusion) topics. Over 4,000 persons have completed one or more of these programs in the past three years. See: https://miamioh.edu/online/programs/professional-education/index.html</p> <p>Miami currently offers a Prior Learning Assessment Portfolio opportunity for veterans and military students to meet general education requirements. Miami’s Transfer Collaborative has begun the process of researching and developing a more robust portfolio option for Prior Learning Assessment to reach a greater diversity of students and to better ensure that students who have gained competency in the workplace can also secure appropriate credit for relevant and appropriate general education courses and courses in the major. The portfolio option would supplement other prior learning assessment opportunities currently offered at Miami (e.g., departmental proficiency examinations, College Level Examination Program).</p>
<p>Collaboration and pathways with information technology centers, adult basic and literacy education programs and school districts</p>	<p>Miami’s Regional Campus in Hamilton is a site for the ODHE ASPIRE Program including access to our student services, libraries, and facilities for any ASPIRE participant. Miami’s Regional Learning Center in West Chester is an ASPIRE ESOL (English for Speakers of Other Languages) site for family members recently relocated from international locations of global businesses in the area. These collaborations serve people in need of acquiring skills in post-secondary education and training, and</p>

	<p>employment. It has provided a supportive pathway for individuals going from GED or learning English, to post-secondary higher education.</p> <p>Miami also participates actively in the statewide College Credit Plus program that offers qualified students grades seven through 12 the opportunity to take college courses while earning credit for both high school and college at little or no cost to students. Over 500 students annually participate in Miami CCP courses on the Oxford and Regional campuses.</p> <p>Miami Regionals Early College Academy (ECA) was launched in Fall 2022. It welcomed the first cohort of high school Juniors from Hamilton and Middletown school districts who are enrolled full time in the college-level courses pursuing an Associate in Arts in General Studies degree. In Fall 2023, we expanded the ECA and brought additional 91 students from Hamilton, Middletown, Franklin, Madison, Winton Woods, and New Miami school districts. The total number of the ECA participants in Fall 2023 is 110. All of the associated fees for the ECA participants are covered by the program. The high schools provide transportation, lunch, and cover the cost of required textbooks. The ECA students will graduate with a minimum of 62 college credit hours, earning an Associate in Arts in General Studies, while simultaneously graduating with their high school diploma. These students will only have two years remaining to complete a Miami bachelor's degree significantly reducing the time and cost for degree attainment. Miami University offers the students specialized academic support and opportunities for involvement in co- and extracurricular activities. Upon completion of the first year in the ECA, the average GPA of the first cohort is 3.12.</p>
<p>Enhancing the sharing of resources between institutions to expand capacity and capability for research and development</p>	<p>Miami and UC faculty have collaborated to secure fourteen external research grants in the past six years. Grants have focused on such diverse topics as increasing the participation of women in STEM fields, understanding bipolar disorder, investigating racial bias, evaluating STEM in the play space, advanced turbine cooling, and most recently, a study into mood disorders. In addition, Miami, UC, and Cincinnati State have collaborated on four regional submissions to the ODHE RAPIDS grant program, providing approximately \$3M in equipment used for education, research, and workforce training in SW Ohio.</p>
<p>Identifying and implementing the best use of university regional campuses</p>	<p>To provide a seamless transition of students who relocate from one campus to another or to those taking classes on multiple campuses, Miami University's Oxford campus and Miami University Regionals share the same general education requirements, academic and student policies, curricular approval processes, and are governed by a single University Senate and Board of Trustees. In addition, many administrative and instructional staff work at multiple campuses and collaborate on curricular, research projects as well as community and University service projects.</p> <p>Miami Regionals allows diverse students including post-traditional learners to take their first two years locally, staying closer to their family and jobs. Besides access to a much larger array of programs, disciplines, and majors, this reduces the tuition before they relocate to the Oxford campus to complete their degree. With all campuses in close proximity, Butler County Regional Transit</p>

	<p>Authority (BCRTA) connects our campuses allowing students to take a specific course(s) at a different campus. Miami's Regional E-Learning (online courses and programs) allows any Miami student the chance to shorten their time toward graduation or the flexibility to add another course to their academic plan.</p> <p>Miami, UC and Cincinnati State are all members of the Greater Cincinnati Collegiate Connection (GC3) which enables students from all three (and other GC3) institutions to cross-register for courses and facilitates administrators, faculty and staff from all three as well as other GC3 member institutions to engage in joint professional development programming.</p> <p>The Pathways Program enables students who are not initially admitted to the Oxford campus to begin study on the Regional campuses. Students are co-enrolled in courses and receive specialized advising and support. If they meet all requirements, they are admitted to the Oxford campus in the spring semester of their first year. Over 100 students have participated in the Pathways Program over the past four years.</p>
<p>Other initiatives not included above</p>	<p>In September 2021, Miami University, Cincinnati State, Gateway Technical & Community College along with Northern Kentucky University announced their participation in the EAB Moon Shot for Equity Initiative. This is a national initiative that aims to close equity gaps within ecosystem cohorts of two- and four-year colleges and universities by 2030. Moonshot goals focus on transformative change relating to campus climate (equity-focuses professional development, climate assessment), access and enrollment (securing financial assistance, leveraging degree maps and pathways for transfer students), and student support and belonging (proactive advising and coordinated care). In addition enhancing transformation through change management training, equity-focused.</p>

TERMINAL

Co-located Campuses

ORC Section 3333.951(B) requires Ohio’s co-located colleges and universities to annually review best practices and shared services in order to improve academic and other services and reduce costs for students, and to report their findings to the Efficiency Advisory Committee.

(B) Each state institution of higher education that is co-located with another state institution of higher education annually shall review best practices and shared services in order to improve academic and other services and reduce costs for students. Each state institution shall report its findings to the efficiency advisory committee established under section [3333.95](#) of the Revised Code. The committee shall include the information reported under this section in the committee's annual report.

Co-located campus: Cincinnati State Technical & Community College

Type of Shared Service or Best Practice (IE: Administrative, Academic, etc.)	Please include an explanation of this shared service.	Monetary Impact from Shared Service
Academic	Beginning July 2023, Cincinnati State Technical & Community College opened a branch location on Miami's Middletown campus to ease student transfer, increase access to a college degree for students in the region, and forge deeper curricular and other collaborations across the two institutions. Middletown High School is also located in close proximity to Miami's Middletown campus, which creates an advantageous opportunity to support pipelines from high school through college and to career. With this collaboration, Cincinnati State students have access to the library, computer labs, Bennett Recreation Center, student activities, and more on Miami’s Middletown campus. This partnership is an outgrowth of the EAB Moonshot for Equity initiative which aims to forge alliances and innovations to ensure college completion among diverse students. Miami and Cincinnati State have already developed over a dozen pathways for students in a variety of degree programs.	TBD

Section II: Academic Practices

This section covers areas more directly related to instruction, with an emphasis on savings strategies related to the cost of textbooks, and the expanded use of alternative instructional materials.

Textbook Affordability

Textbook Cost Study

ORC Section 3333.951(D) requires Ohio's public colleges and universities to do the following on an annual basis:

(D) Each state institution of higher education shall conduct a study to determine the current cost of textbooks for students enrolled in the institution, and shall submit the study to the chancellor of higher education annually by a date prescribed by the chancellor.

Your institution's submission of Textbook Cost Study information via the annual Efficiency Report is used to satisfy this statutory requirement. Please attach the analysis of textbook costs developed by your institution labeled "[Institution Name – Academic Year – Textbook Cost Study]" and summarize the results of your institution's study below.

Category	Amount
Average cost for textbooks that are new	\$78.18
Average cost for textbooks that are used	\$43.41
Average cost for rental textbooks	\$33.51
Average cost for eBook	\$77.24

Reducing Textbook Costs for Students

ORC Section 3333.951(C) requires Ohio's public colleges and universities to report their efforts toward reducing textbook costs for students.

(C) Each state institution of higher education annually shall report to the efficiency advisory committee on its efforts to reduce textbook costs to students.

Please discuss all initiatives implemented, including those specifically referenced below, that ensure students have access to affordable textbooks.

Open Educational Resources (OER)

1. Has your institution adopted practices/policies to formally encourage the use of OER materials in lieu of purchased materials? Please explain and please include links to relevant information, if applicable, that is available on your institution's website.

Miami University uses e-Campus as textbook provider of online textbooks and course materials. The e-Campus bookstore not only lowers the overhead cost of running a physical bookstore, but it provides faculty, at a glance, multiple textbook options so that they can ensure that they are selecting high quality, affordable and accessible course materials for their students. Because the virtual bookstore is linked to the SIS system, students can easily purchase new, used, rental and digital textbooks instantly upon registering for particular courses.

Miami (along with the other Southwest Ohio institutions) has OhioLINK which negotiates the purchase and enables the sharing of library materials. OhioLINK joined the Open Textbook Network in 2017. The OhioLINK system leaders, in conjunction with OTN staff, coordinate full-day "train the trainer" workshops. These workshops focus on developing campus leaders and aid in their efforts to reduce textbook costs for students. The Miami representative also helped coordinate an OhioLINK-sponsored OER summit in 2017, 2018, 2019, 2020 and 2022, and also presented sessions at several of these Summits. Additionally, as a system leader, she has given workshops focusing on copyright and OER and Creative Commons licensing at multiple OhioLINK institutions on request over the past five years.

Miami has revitalized its OER committee and is in the process of developing and presenting a series of workshops across campus, in which the focus is how faculty can incorporate OER into their courses.

2. Has your institution provided support to faculty for the development of OER materials? If so, please explain and include links to relevant information, if applicable, that is available on your institution's website.

Miami's Affordable and Open Educational Resources Committee which includes faculty representation from all academic divisions has launched several programs and set of resources designed to target faculty teaching courses with the highest cost textbooks and largest enrollments:

- **OER Explore** is a two-hour workshop designed to help faculty better understand textbook affordability issues and possible solutions for addressing them. The workshop concludes with an overview of Miami University's OER and Affordable Learning grant programs. Following the workshop, faculty write and publish a review of an OER textbook in their field or investigate and reflect on inclusive access electronic textbook possibilities and then receive a modest stipend. Since its inception in 2016, almost 130 faculty members have completed the program. We will offer 2 instances of this workshop on the Oxford campus and 2 additional instances at the Regional campuses in the coming months.
- **OER Adopt.** This selective grant program supports faculty in replacing their commercial textbook with an OER. Faculty submit an application; those selected must complete a three-phase program and receive professional development funds when each phase is successfully completed. Phase 1 entails teaching the course with the commercial textbook and investigating other open education substitutes; phase 2 involves teaching the course with the chosen OER and assessing its impact on student learning; and phase 3 focuses on the faculty creating a report and disseminating their findings to their colleagues in the department or field of study. Over 20 faculty have participated in the program which has led to approximately \$1,209,000.00 in cost savings for their students. We have awarded one \$500 grant in fall 2023, and have another grant in process.
- **OER Create** grant program supports faculty who wish to write and publish their own OER textbook and learning materials. Faculty are provided professional development funds as well guidance and support for publishing the OER (e.g., editorial services, layout, and electronic publishing). To accomplish this, the University agreed to be an inaugural partner (with nine other higher education institutions) in the OTN Publishing Cooperative. OER published as part of this grant program will be published to the OER Collection in Miami's institutional repository, the Scholarly Commons, and in the Open Textbook Library (OTL). We do not currently have any OER Create proposals in process, but expect to see several after offering the OER Explore workshops in the coming months.

3. What courses did your institution offer during the 2022-23 academic year that used OER? Please fill out the attached template completely. This template will be used to inform a statewide landscape analysis of OER adoption and may be publicly shared in a report.

Table below also attached.

TERM (Fall 2022 or Spring 2023)	COURSE ID	CCP (YES OR NO)	NUMBER OF STUDENTS ENROLLED	AVERAGE RETURN ON INVESTMENT
Fall 2022	BUS 284		68	7888
Spring 2023	BUS 284		68	7888
Fall 2022	LAS 208		101	11716
Spring 2023	LAS 208		111	12876
Spring 2023	ARC 211		66	7656
Fall 2022	MUS 285		29	3364
Spring 2023	MGT 453		72	8352
Fall 2022	ART 188		146	16936
Spring 2023	ART 188		146	16936
Fall 2022	EDT 181/182		76	8816
Fall 2022	FSW 295		35	4060
Fall 2022	PSY 111		70	8120
Spring 2023	PSY 111		35	4060

Inclusive Access

Inclusive access is defined as an arrangement between an institution, through faculty, and students to offer college textbooks and materials as “included” within tuition and/or a fee assessment, rather than purchased individually by the student. The benefit to faculty and students of inclusive access typically includes a significantly reduced cost per textbook for students, as compared to students buying a new copy of the textbook, and confidence that all students will possess the necessary textbook and/or materials on “day one.” Federal law provides the statutory right for students to “opt-out” of inclusive access if they prefer, which preserves the right of the student to source materials.

1. Does your institution formally encourage faculty to offer inclusive access acquisition of college textbooks as a cost-savings for students? If yes, what mechanisms are in place help promote this strategy with faculty?

A pilot program is scheduled to begin in the Spring of 2024.

2. What courses did your institution offer during the 2022-23 academic year that participated in an inclusive access program? Please fill out the attached template completely. This template will be used to inform a statewide landscape analysis of the utilization of inclusive access and may be publicly shared in a report.
3. How are students at your institution made aware of their right to opt out of utilizing inclusive access?

Please provide contact information for the person completing this section of the Efficiency Report, so that we may follow up if we have questions.

Dr. Amy Bergerson, Dean, Undergraduate Education

Other Textbook Affordability Practices

What other practices, if any, does your institution utilize to improve college textbook affordability?

Please provide any relevant information in the table below.

Initiative	Explanation of Initiative	Cost Savings to Students

Section III: Policy Reforms

Transcript Access

ORC Section 3345.027 requires the following of public colleges and universities:

(C)(1) Not later than December 1, 2023, the board of trustees of each state institution of higher education shall formally consider and adopt a resolution determining whether to end the practice of transcript withholding. Once adopted, each state institution shall submit a copy of the resolution to the chancellor of higher education.

(2) In adopting the resolution required under this division, each board of trustees shall consider and evaluate all of the following factors:

- (a) The extent to which ending the practice of transcript withholding will promote the state's post-secondary education attainment and workforce goals;
- (b) The rate of collection on overdue balances resulting from the historical practice of transcript withholding;
- (c) The extent to which ending the practice of transcript withholding will help students who have disenrolled from the state institution complete an education, whether at the same institution or another state institution.

If a board of trustees resolves to maintain the practice of transcript withholding, the board shall include in the resolution a summary of its evaluation of the factors contained in division (C)(2) of this section.

(3) Not later than January 1, 2024, the chancellor shall provide a copy of each resolution submitted under this division to the governor, the speaker of the house of representatives, and the president of the senate

Although the submission of this year's Efficiency Report will occur prior to the submission date of the policy required to be adopted by the section above, please be aware of this new requirement as you plan your fall schedule for Board of Trustee meetings.

Special Purpose Fees Policy

Limitations on increases in instructional and general fees have traditionally been set by the General Assembly within biennial operating budgets. Limitations on special purpose fee increases, alternatively, are fairly new beginning with Am. Sub. HB 49 of the 132nd General Assembly. Section 381.160 of Am. Sub. HB49 precluded increases in special purpose fees and establishing new special fees, at universities, except for certain categories of fees specifically exempted in law from the fee limitations. Am. Sub. HB 166 of the 133rd General Assembly continued the special purpose fee restriction but additionally required the Chancellor to review and approve new special purpose fees and increases in existing special purpose fees at universities and community colleges. This same level of special purpose fee restraint has been continued in every biennial budget since, including the current biennial budget Am. Sub. HB 33 (Section 381.260(A)(1)(c)).

Please describe your institution's policy for assigning special purpose fees to specific courses or academic programs. Specifically:

1. What criteria are used to determine whether a course or lab fee is appropriate?

The commodity or service being acquired has to be beyond the normal cost of instruction, perishable/consumable, and more efficiently purchased in bulk rather than left to the student to acquire.

2. What is the internal process for approving new fees or fee increases?

Requests for fee increased must be approved at the department, and division prior to submission to the University Budget Office. The University Budget Office prepares and analysis that is reviewed by the Senior Vice President prior to the request being added to the miscellaneous fee ordinance considered and approved by the Board of Trustees. All changes to fees are also made in compliance with the restriction on fees specified in the state budget.

3. What controls are in place to assure that the fee revenue is utilized appropriately to the benefit of the students paying the fee?

The analytical review of fees includes an examination of changes in fund balance and a sampling of transactional activity to assure that the students paying the fee realize the benefit or the commodity or service being acquired.

Additional Practices

Some IHE's may implement practices that make college more affordable and efficient, but which have not been the topic of a specific question in this reporting template. This section invites your institution to share any positive practices you have implemented that benefit student affordability and/or institutional efficiency.

Please share any additional best practices your institution is implementing or has implemented.

Miami University Lean Initiative

Miami University started its Lean Initiative in 2009. Since 2009, Miami employees have completed 2,013 projects valued at \$117,929,256 in cost avoidance, cost reduction, and new revenue. In FY 2023, Miami employees completed 127 projects valued at \$6,696,282 in cost avoidance, cost reduction, and new revenue.

Miami has developed a Lean structure, Lean database with dashboard reporting, and standardized processes for Lean project management. Three full-time staff are dedicated to Lean. All of the other employees have other non-related Lean responsibilities. Presently, all divisions of the university have employees engaged in Lean.

Affordability

While Miami's tuition has risen an average of 2% per year for the last 17 years, the amount of tuition paid by the average Ohio resident for fall 2023 is actually lower (\$371) than what a first-time student paid in the fall of 2006 due to the increase in institutional aid.

Section IV: Future Goals

The DeWine-Husted administration recognizes that each IHE faces unique challenges and opportunities with respect to the institution's highest priority goals over the next several years. With that in mind, please provide any suggestions about possible roles the state could play in supporting your institutional goals.

1. Please provide your thoughts and suggestions regarding ways the State of Ohio can further support strength, resiliency and reputational excellence in Ohio's post-secondary education system.

Thank you for completing the FY23 Efficiency Reporting Template. We appreciate the important role Ohio's colleges and universities play in supporting Ohio students, economic growth, world-class research and the overall success for our state.

Template

**Miami University
Resolution R2024-**

WHEREAS, the Board of Trustees of Miami University adopted Resolution R2020-56 on June 19, 2020, to update and amend the Non-Endowment Funds Investment Policy; and

WHEREAS, Miami's staff and outsourced chief investment officer have proposed various revisions and updates to the Investment Policy; and

WHEREAS, the Senior Vice President for Finance and Business Services of the University, with the concurrence of the Investment Sub-Committee, has recommended revising and updating this policy as stated below;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees approves the amended Non-Endowment Funds Investment Policy; and

BE IT FURTHER RESOLVED that this Resolution supersedes and replaces Resolution R2020-56.

**MIAMI UNIVERSITY
INVESTMENT POLICY STATEMENT - NON-ENDOWMENT
Updated December 2023**

MIAMI UNIVERSITY
Investment Policy Statement – Non-Endowment

June 2020/December 2023

I. Purpose

This Investment Policy Statement (“IPS”) shall serve as the governing framework for the management of the Non-Endowment assets of Miami University (the “University”) and will guide the activities and decisions of the Board of Trustees of the University (the “BoT”), as well as the Finance and Audit Committee of the BoT (the “FAC”), the Investment Subcommittee of the FAC (the “Investment Subcommittee”), the University staff, and the Outsourced Chief Investment Officer (“OCIO”) in managing the University’s Non-Endowment assets.

All University funds derived from the sources enumerated in Ohio Revised Code 3345.05 (A) (hereafter the “Non-Endowment”), shall for investment purposes be designated into one of three pools:

- (Tier I) the University’s Operating Cash;
- (Tier II) the University’s Core Cash Sub-Account; and
- (Tier III) the University’s Long-Term Capital Sub-Account.

In addition, the BoT may designate some of these funds as quasi-endowments, which for investment purposes shall be invested with the University’s endowment pool according to the Pooled Investment Agreement between the University and the Miami University Foundation and the endowment investment policy (Appendix A).

II. Fiduciary Duties

In fulfilling its responsibilities described herein, each of the BoT, the FAC and its Investment Subcommittee, the Office of Investments and Treasury Services, and the OCIO is a fiduciary to the Non-Endowment and shall act in accordance with the Uniform Prudent Management of Institutional Funds Act (“UPMIFA”). Among other things, UPMIFA requires each person managing an institutional portfolio to do so in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

III. Roles and Responsibilities

Board of Trustees. The BoT shall approve this IPS, its guidelines, and amendments. The BoT shall also approve recommendations to hire or fire third party service providers (e.g., auditors, custodian, OCIO, and consultants).

The IPS will guide the activities and decisions of the BoT, as well as, the FAC, the Investment Subcommittee, the Office of Investments and Treasury Services, and the OCIO in managing the assets of the Non-Endowment.

Finance and Audit Committee. The BoT has delegated implementation oversight of the IPS to the FAC, which, in turn, may entrust an Investment Subcommittee to carry out these responsibilities and which serves as the Investment Committee required by Ohio Revised Code 3345.05. Specific responsibilities of the FAC include:

- upon recommendation of its Investment Subcommittee, submitting for BoT approval an IPS, setting forth, among other things, the fiduciary roles and responsibilities, investment guidelines and objectives for the investment of the assets, including asset allocation target exposures, permissible ranges (i.e., minimum and maximum allocations to each asset class), and the benchmarks against which the performance of each asset class, and the portfolio as a whole, will be evaluated;
- upon recommendation of its Investment Subcommittee, submitting for BoT approval Investment Subcommittee recommendations to hire or fire third party service providers (e.g., auditors, custodian, OCIO, and consultants); and
- reporting at least semi-annually to the BoT.

Investment Subcommittee. The Investment Subcommittee as a governing fiduciary shall oversee the investment and administration of the Non-Endowment. It serves as the “investment committee” required by Ohio Revised Code 3345.05. The Investment Subcommittee, in conjunction with the OCIO, develops policies and guidelines for recommendation to the BoT and the FAC designed to position the Non-Endowment to achieve its objectives with a prudent level of risk. Revisions to the IPS may be recommended by the Investment Subcommittee and approved by the BoT as necessary.

The Investment Subcommittee delegates its authority to make investment decisions to the OCIO in accordance with the Investment Management Agreement dated May 16, 2018 and as may be amended (the “Investment Management Agreement”), which is incorporated herein by reference. Specific responsibilities of the Investment Subcommittee include:

- submitting for FAC concurrence and BoT approval an IPS, setting forth, among other things, the fiduciary roles and responsibilities, investment guidelines and objectives for the investment of the Non-Endowment assets, including asset allocation target exposures, permissible ranges (i.e., minimum and maximum allocations to each asset class), and the benchmarks against which the performance of each asset class, and the portfolio as a whole, will be evaluated;
- proposing for FAC concurrence and BoT for approval such updates to the IPS as it, in consultation with the Office of Investments and Treasury Services, the OCIO, and any other advisor, deems appropriate;

- communicating to the Office of Investments and Treasury Services and the OCIO any changes in the risk profile and characteristics of Miami University that may impact the investment objectives and guidelines of the Non-Endowment;
- delegating specific administrative, operational, and managerial responsibilities relating to the investment and reinvestment of the Non-Endowment assets;
- monitoring compliance with the IPS;
- reviewing the Office of Investments and Treasury Services' oversight and evaluation of third party vendors on its behalf and making recommendations to the FAC and the BoT with respect thereto;
- reviewing periodically the following:
 - investment performance, including comparisons to objectives and benchmarks
 - asset allocation for the Non-Endowment
 - fees paid in support of the management of the Non-Endowment
- reporting at least semi-annually to the BoT.

Staff. The Secretary to the BoT will maintain the official minutes and records of the FAC and Investment Subcommittee. The Office of Investments and Treasury Services is responsible for managing the operations of the Non-Endowment investment program. Specific responsibilities of the Office of Investments and Treasury Services include:

- budgeting, investing, forecasting, and monitoring funds associated with the Tier 1 Operating Cash portfolio;
- managing the transfer of funds among the Non-Endowment investment Tiers;
- facilitating division carry forward balances, donor gifts, and other unrestricted funds that can be quasi-endowed;
- providing administration, reporting, accounting, audit, and tax support for the Non-Endowment operations;
- ensuring compliance with Ohio Revised Code Section 3345.05 (C)(1);
- serving as the day-to-day contact with the OCIO including communicating planned contributions and withdrawals, transfers of funds, and liquidity needs, communicating with the OCIO and any other advisor(s) any changes in the risk profile and characteristics of Miami University that may impact the investment objectives and guidelines of the Non-Endowment;
- monitoring and evaluating third party service providers (e.g., auditors, custodian, OCIO, and consultants), specifically
 - overseeing the OCIO or other advisor(s) who shall have the responsibility, and may have discretion, for implementing investment strategies in accordance with the guidelines set forth in the IPS;
 - overseeing other service providers to the Non-Endowment, including the custodian of Non-Endowment assets;
 - considering various factors such as
 - quantitative performance

- [qualitative factors \(e.g., philosophy, process, resources, alignment of interests, organizational culture\)](#)
 - [policies and procedures governing best execution, other trading practices, and proxy voting](#)
 - [investment related fees and expenses](#)
 - [the organization's effectiveness in meeting its fiduciary obligations;](#)
- [recommending to the Investment Subcommittee, based upon the evaluation of the above factors,](#) the hiring and termination of third party service providers (e.g., auditors, custodian, OCIO, and consultants);
- [reviewing the effectiveness of the University in meeting its fiduciary responsibilities;](#)
- managing constituent relationships;
- providing support to the FAC and its Investment Subcommittee;
- reporting to the FAC and its Investment Subcommittee at their respective meetings.

Outsourced Chief Investment Officer. To assist with managing the Non-Endowment investment program, the BoT has retained the services of an OCIO in conformity the requirements of Ohio Revised Code Section 3345.05(D)(1). The Investment Subcommittee delegated authority to make investment decisions to the OCIO in accordance with the Investment Management Agreement, which is incorporated herein by reference.

The OCIO will have day-to-day responsibility and discretion for investing a designated portion of the Non-Endowment assets (specifically Tiers II and III). The OCIO will report to the Investment Subcommittee on a regular basis in accordance with the Investment Management Agreement that governs the relationship. Specific responsibilities include:

- advising the Investment Subcommittee on the development of the IPS;
- periodically reviewing and recommending to the Investment Subcommittee any changes, modifications, and/or amendments to the IPS, including the investment guidelines and objectives;
- implementing the investment program with respect to Tiers II and III on a discretionary basis, including the selection and monitoring of commingled investment vehicles, the appointment of sub-advisers, and the direct management of assets not allocated to investment vehicles or sub-advisers, in accordance with the guidelines and asset allocation ranges as set forth in this IPS and the Investment Management Agreement;
- taking all necessary actions with respect to the hiring and termination of sub-advisers, and the subscription to and withdrawal from, commingled investment vehicles, including reviewing and executing investment management agreements and subscription documents;
- setting investment guidelines for sub-advisers in conformity to this IPS and the Investment Management Agreement and monitoring their compliance therewith;

- meeting with sub-advisers and evaluating their investment performance;
- interacting with the custodian and other relevant service providers to the Non-Endowment, as necessary to perform its investment management services;
- assisting the Office of Investments and Treasury Services in meeting its reporting and administrative requirements;
- providing reporting and performance monitoring as necessary for the Investment Subcommittee to perform its oversight responsibilities; and
- meeting with the Investment Subcommittee at least quarterly or at other intervals as reasonably agreed with the Investment Subcommittee.

IV. Objectives: Non-Endowment Investment Program

~~The primary~~An important objective of the Non-Endowment investment program is to ensure adequate operating liquidity for the University. Liquidity needs are actively managed in a three-pool structure that allows for differentiation among investment risks and returns.

An additional objective of the Non-Endowment investment program is to provide a consistent annual distribution to the general operating budget of the Oxford Campus.

For investment strategy purposes, the University’s Non-Endowment and Foundation Endowment portfolios should be considered together. The liquidity, risk, and return characteristics of the combined pools provide the opportunity to more effectively deploy capital and improve the overall risk-adjusted returns of both investment programs.

The investment of Non-Endowment assets will be guided by the objective of earning rates of return in excess of savings accounts or 91-day Treasury Bills while accepting a low level of market risk and maintaining a high degree of liquidity. The three Tiers of the Non-Endowment investment program are constructed to adequately meet the University’s projected budgetary needs and Ohio Revised Code requirements (listed below in Section XI Investment Guidelines) with low risk and liquid investments in Tier I, and with progressively higher expected returns at higher risk profiles in Tiers II and III. The portfolio's asset allocation will be statistically modeled using historical and projected risk and return characteristics of the portfolio's asset classes.

The Investment Subcommittee has adopted asset allocation targets and permissible ranges, set forth in Exhibits 1 and 2, that are designed to meet this objective provided that markets deliver equilibrium returns consistent with normal market conditions. A benchmark index has been assigned to each asset class, as set forth in Exhibits 1 and 2. The combination of the benchmark index assigned to each asset class, weighted in accordance with the target allocation to that asset class, forms the “Policy Benchmark” against which the portfolio’s overall performance will be measured. Each Tier seeks to achieve performance (net of

management fees) that exceeds the performance of the applicable Policy Benchmark (net of assumed passive management fees and rebalancing costs) over rolling five- and ten-year periods.

V. Investment Objectives: Non-Endowment Tiers

TIER I - University Operating Cash

- Objective: To meet the day-to-day cash obligations of the University, provide a liquid and low investment risk source of funds when needed, and meet Ohio Revised Code requirements for public funds.
- Investments: Includes bank deposits, other cash vehicles, and eligible investments under ORC 3345.05 (C) (1).
- Tier Size: The targeted minimum cash balance held in Tier 1 is budgeted each fiscal year by the Office of Investments and Treasury Services and is confirmed every six months. The minimum balance will be two times the average monthly negative cash flow of the preceding fiscal year.

TIER II - University Core Cash Sub-Account

- Objective: The Baseline Tier II provides a liquid source of funds in the event the Tier I pool is insufficient to meet the University's operating cash needs, while providing an opportunity for incremental returns with modest volatility. The University may periodically create a Special Projects fund within Tier II but housed apart from the Baseline Tier II for funds earmarked for specific future disposition by the University that are likely to require target date maturity matching.
- Investments: Include U.S. Treasury and government agency securities generally with an average weighted maturity of between zero and two years for the baseline allocation. May include eligible investments under ORC 3345.05(C)(1).
- Tier Size: The targeted Baseline balance within this Sub-Account is calculated using the method outlined in Section VIII Annual Expenditure Policy, confirmed during each fiscal year budgeting cycle, and verified every six months. The target Baseline balance is based upon the reserve for investment fluctuations. The minimum balance shall not fall below two times the average negative monthly cash flow of the preceding fiscal year. The Special Projects allocation has no size restrictions.

TIER III - University Long-Term Capital Sub-Account

- Objective: To provide "endowment-like" long-term risk-adjusted returns on assets that would be expended by the University only in the unlikely event of severe financial exigency.
- Investments: Include public equity, absolute return and hedged strategies, open-ended real estate funds, futures-based commodity strategies, and diversified global fixed income securities. May include eligible investments under ORC 3345.05(C)(1). While these funds are expected to have less liquid fund structures,

- private capital investments will be excluded from consideration unless approved by the Investment Subcommittee.
- Tier Size: This Sub-Account has no size restrictions and generally receives deposits of residual operating cash not deployed in Tiers I and II.

VI. Asset Allocation

To achieve the investment objectives of this IPS, an asset allocation study was conducted and shared with the Investment Subcommittee. It was used to establish percentage targets and ranges for each asset class eligible for investments within Tiers II and III. The asset allocation study analyzed the expected return, risk, and correlation of several asset classes as well as, the expected return and risk of various hypothetical portfolios comprising these asset classes. The expected return and risk characteristics of various portfolios were evaluated in terms of the future expected efficiency of achieving the investment objectives of the Non-Endowment.

Based upon this analysis, asset allocation policies, including ranges for each asset class, were defined. The asset allocation policies are contained in the investment guidelines set forth in Exhibits 1 and 2.

VII. Risk Management

The Tier II Sub-Account will emphasize liquidity and low volatility in keeping with the portfolio's objective of serving as a cash buffer for the University's short-term operating cash needs. The appropriate duration target and range will be agreed to by the Investment Subcommittee and OCIO and specified in Exhibit 1.

Investments in the Tier III Sub-Account will be broadly diversified across and within asset classes in order to seek to minimize the impact of adverse asset class and security-specific shocks, and to avoid excessive portfolio volatility. An appropriate target range for the annual standard deviation of the Tier III policy portfolio will be agreed on by the Investment Subcommittee and OCIO as specified in Exhibit 2. Meeting the "endowment-like" long-term return objectives of the Non-Endowment program shall require the OCIO to regularly monitor and manage market risks associated with the overall portfolio as well as individual asset classes. Specific investments will also be reviewed and aggregated, as available from each manager, on a regular basis to ensure that the portfolio does not maintain unwarranted concentration risks with respect to any single factor or security at the manager level, asset class level and portfolio level.

Leverage shall also be monitored to ensure that the intended exposure is in line with parameters determined by the OCIO to be appropriate for a specific strategy and/or asset class. In addition, the portfolio will seek to maintain sufficient liquidity, at all times, to meet the ongoing distribution needs of the Non-Endowment, to rebalance the portfolio, and to

capture tactical opportunities. The source of monies for such liquidity needs will be based on rebalancing and cost considerations.

VIII. Annual Expenditure Policy

Similar to an endowment, in order to achieve the annual distribution objective, the annual distribution will be funded through both investment earnings from that year and, if necessary during periods of investment losses or low returns, accumulated earnings from prior years.

A reserve for investment fluctuations will be maintained in order to buffer the portfolio from short-term investment fluctuations. The target balance of the reserve for future investment fluctuations is determined as 20% of the previous fiscal year-end Non-Endowment pool Tier III Long Term Capital balance, plus two years of budgeted Non-Endowment investment earnings.

~~Each year, the University budget office shall budget investment earnings based on a reasonable assessment of the interest rate and capital markets environment and any funding to be added to the reserve for investment fluctuations.~~

Unlike an endowment, the Non-Endowment pool size is impacted by annual changes in net assets from both the operating performance of the University's unrestricted funds and draws on the reserves for special initiatives. Each year at its spring meeting, the Investment Subcommittee shall review the interest rate and capital markets environment, the expected return of the investment pool, sufficiency of the reserve for investment fluctuations, forecasted cash flow, and forecasted overall size of the Non-Endowment pool for at least the next five years to determine the annual distribution from the Non-Endowment pool. Increases to the annual distribution shall be made with caution given the importance of maintaining a stable annual distribution to the Oxford general operating budget.

Any earnings in excess of this budgeted level shall be allocated 100% to the reserve for investment fluctuations, unless otherwise determined by the BoT. In the event the earnings are short of the budgeted amount, the difference shall be drawn from the reserve for investment fluctuations.

~~The target amount of the reserve for investment fluctuations shall be reviewed at least annually to determine its sufficiency and to establish a future target.~~

X.IX. Performance Monitoring and Evaluation

The performance of the Non-Endowment, component asset classes, sub-advisers and investment vehicles shall be monitored by the OCIO on an ongoing basis and shall be reviewed with the Investment Subcommittee at least quarterly. Investment returns are to be measured net of all fees, including investment manager and the OCIO fee. The OCIO

shall provide a summary of returns versus stated benchmarks for short-term and long-term periods. The OCIO will meet with the Investment Subcommittee regularly to provide a review of performance and risk, a discussion of market conditions and a summary of the current positioning of the portfolio.

XI.X. **Conflicts of Interest**

The Investment Subcommittee shall take reasonable measures to assess the independence of the OCIO, and any other service providers to the Non-Endowment. Any actual or potential conflicts of interest relating to any of the foregoing, or to any member of the BoT, FAC, Investment Subcommittee or Office of Investment and Treasury Services, shall be disclosed and addressed in accordance with UPMIFA, Ohio's Ethics laws as applicable, and any conflict of interest policy adopted by the University.

XI.XI. **Investment Guidelines**

Sub-advisers who are appointed to manage accounts for the Non-Endowment shall be provided investment guidelines as determined by the OCIO. In general, the guidelines will stipulate the types of securities in which the account may invest, general characteristics for the portfolio and/or the performance benchmark and objectives. The specific guidelines may vary depending upon the asset class or sub-asset class. Commingled investment vehicles will be governed by their offering memorandum and other constituent documents.

The investment of the Non-Endowment is subject to and shall be made in accordance with ORC 3345.05 (C) (1), with at least twenty-five percent of the average amount of the investment portfolio over the course of the previous fiscal year invested in securities of the United States government or of its agencies or instrumentalities, the treasurer of state's pooled investment program, obligations of Ohio or any political subdivision of Ohio, certificates of deposit of any national bank located in Ohio, written repurchase agreements with any eligible Ohio financial institution that is a member of the federal reserve system or federal home loan bank, money market funds, or bankers acceptances maturing in two hundred seventy days or less which are eligible for purchase by the federal reserve system, as a reserve. The Non-Endowment assets in excess of the twenty-five percent may be pooled with other University funds and invested in accordance with Ohio Revised Code Section 1715.52 (UPMIFA).

XI.XII. **Mission-Aligned and Other Considerations**

ESG Considerations. The University and the Foundation (collectively "Miami"), and the OCIO strive to maintain a high standard of stewardship excellence in managing their investment assets and in supporting the mission of the University.

Miami believes that the consideration of environmental, social, and governance factors is an integral part of a thorough portfolio management process. Miami's investment

approach delegates investment decisions to the OCIO and the choice of OCIO was based upon the OCIO's philosophy, process, resources, ability to underwrite risk comprehensively, and alignment of interests with Miami. In turn, the OCIO uses these principles to carefully select sub-advisers to implement the investment strategies for Miami. These external partners make decisions about specific securities.

Miami recognizes the important role of responsible investment. As such, Miami has selected an OCIO that is a signatory to the United Nations Principles for Responsible Investment (UNPRI). Signatories to the UNPRI publicly commit to adopt and implement the UN's global standards for responsible investing, which include an obligation to incorporate environmental, social, and corporate governance issues into investment analysis and decision-making processes.

Exhibit 1**MIAMI UNIVERSITY – NON-ENDOWMENT (TIER 2)****Policy Allocation Targets, Ranges and Benchmarks***JUNE 2018*

<i>Asset Category</i>	<i>Policy Allocation</i>	<i>Policy Ranges</i>		<i>Benchmark Indices ⁽¹⁾</i>
		<i>-</i>	<i>+</i>	
Fixed Income	100.0%	-10.0%	0.0%	
U.S. Treasury & Gov't Agency Securities	100.0%	-10.0%	0.0%	<i>ICE BAML 0-2 Year Treasury Index</i>
Cash	0.0%	0.0%	10.0%	<i>Citigroup 3 Month Treasury Bill Index</i>
Total	100%			

Footnotes:

(1) The Policy Benchmark will be reported both gross and net of assumed passive management fees and rebalancing costs.

(2) Targeted Duration for the Baseline Allocation: a range of +/- 0.5 years will be targeted around the duration of the benchmark. For example, should the ICE BAML 0-2 Year Treasury Index carry a duration of 1 year, a target range of 0.5 and 1.5 years will be targeted.

(3) Should this sub-account house funds earmarked for special university projects requiring target date matching, the Office of Investments and Treasury Services will establish an estimated draw schedule and the OCIO will invest in U.S. Treasury and government/agency securities accordingly.

Exhibit 2
MIAMI UNIVERSITY – NON-ENDOWMENT (TIER 3)
Policy Allocation Targets, Ranges and Benchmarks
JUNE 2018

Asset Category	Policy Allocation	Policy Ranges		Benchmark Indices ⁽¹⁾
		-	+	
Equities	54.0%	-10.0%	+10%	
U.S. Equities	27.0%	-10.0%	+10%	<i>Russell 3000 Index</i>
Non-U.S. Equities	18.0%	-10.0%	+10%	<i>MSCI World ex-US Investable Market Index (IMI) (Net) ⁽²⁾</i>
Emerging Market Equities	9.0%	-9.0%	+10%	<i>MSCI Emerging Markets Index (Net) ⁽²⁾</i>
Alternatives (Net) ⁽³⁾⁽⁴⁾	12.0%	-12.0%	+10%	
Hedge Funds (Net) ⁽⁴⁾	12.0%	-12.0%	+10%	<i>HFRX Equal Weighted Strategies Index</i>
<i>Hedge Funds (Gross)</i>	22.0%	-22.0%	+5%	
<i>Portable Alpha Overlay</i>	10.0%	-10.0%	+10%	
Real Assets	10.0%	-7.0%	+13%	
Real Estate	3.0%	-3.0%	+5%	<i>NCREIF Fund Index - Open End Diversified Core Equity Index</i>
Commodities	3.0%	-3.0%	+6%	<i>S&P GSCI Total Return Index</i>
TIPS	4.0%	-4.0%	+6%	<i>Bloomberg Barclays 1-10 Year U.S. TIPS Index</i>
Fixed Income ⁽⁴⁾	24.0%	-10.0%	+10%	
U.S. Investment Grade Fixed Income ⁽⁵⁾	21.5%	-15.0%	+10%	<i>Bloomberg Barclays U. S. Aggregate Index</i>
U.S. High Yield Bonds	2.5%	-2.5%	+10%	<i>BofA Merrill Lynch High Yield Cash Pay Index</i>
Non-U.S. Fixed Income	0.0%	0.0%	+10%	<i>Citigroup Non-USD World Government Bond Index Hedged</i>
Cash	0.0%	0.0%	+20%	<i>Citigroup 3 Month Treasury Bill Index</i>
Total	100%			

Footnotes:

- (1) The Policy Benchmark will be reported both gross and net of assumed passive management fees and rebalancing costs.
- (2) Indices are net of dividend withholding tax.
- (3) (Net) indicates that allocations are net of portable alpha strategies. The maximum gross allocation to hedge funds, including those overlaid in portable alpha strategies, is 27%.
- (4) U.S. Fixed Income includes physical holdings of Treasuries, corporates and synthetic fixed income achieved through portable alpha strategies.
- (5) For purposes of assessing compliance with the minimum of the policy range, fixed income will be deemed to include the allocation to cash.
- (6) The targeted annual standard deviation range is 10-12%.

Appendix A
MIAMI UNIVERSITY FOUNDATION INVESTMENT POLICY STATEMENT
Most recent version as adopted by the Foundation Board of Directors

[\[AVAILABLE UPON REQUEST\]](#)

To: Miami University Board of Trustees, Dec. 4, 2023

From: Susan Meikle, lead writer Miami 2040 Plan; co-chair Climate Action and Sustainability Council (CASC), Jonathan Levy and Olivia Herron, co-chairs CASC

We present the (draft) “Miami 2040: Climate Action Plan for Miami University” for your review.

Per the requirements of the Presidents’ Climate Leadership Commitments (PCLC) signed by President Crawford in September 2020, Miami is required to submit a Climate Action Plan to Second Nature by May 2024.

- The Miami 2040 Plan outlines the goals and actions that will lead to carbon neutrality on Miami’s Oxford campus by 2040.
- It also includes recommendations for implementation.

It has been presented to multiple organizations on campus, including University Senate and the Associated Student Government, during fall 2023 and reviewed by the President’s Executive Council.

We will incorporate further feedback and input into a final draft for Board of Trustee approval in the spring, in time for submission to Second Nature in May.

We are proud of Miami’s commitment to carbon neutrality by 2040 — notably, a decade sooner than that of other Ohio public schools — and of the bold vision of Miami’s Utility Master Plan, initiated in 2010. Energy systems transitions on the Oxford campus since then have led to:

- Reduction in energy use by nearly half since 2008,
- Reduction of energy-based carbon emissions by more than half since 2008,
- Cost savings of more than \$95 million during that period.

This report, informed by the work of the Climate Action Task Force and the office of Energy Systems, outlines the next steps forward.

Thank you for your support -

Susan Meikle

- Visit the new [Sustainability at Miami](#) website



OXFORD, OH • EST. 1809

CARBON NEUTRAL 2040

Miami 2040: Climate Action Plan for Miami University

Draft 1: 12-4-23

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Letter from President Crawford

Message points for President Crawford's letter (to be included in final draft)

- Miami will prepare our students to be entrepreneurs who will create climate-friendly jobs and innovators who will find new climate solutions.
- Miami was recognized for being a national leader among higher education institutions for facility efficiency improvements. We received the [Green Achievement Award for Academia from Green Energy Ohio](#).
- Energy independence and cost savings.

Love and Honor,

A handwritten signature in black ink that reads "Gregory P. Crawford". The signature is written in a cursive style with a large, sweeping flourish at the end.

Gregory P. Crawford
President

Letter from the Climate Action Task Force

Message points (to be included in final draft)

- The world was hotter in 2023 than in any other year on record (**wording may change in Jan. 2024 version*).
- Our commitment to reaching carbon neutrality on the Oxford campus by 2040 is, notably, a decade sooner than all other Ohio public universities.
- Since implementing its Oxford campus Utility Master Plan in 2008, Miami University has achieved an estimated \$95 million in utility savings.
- Solar costs are way down nationally: Wind and solar energy costs dropped 80%, and wind energy costs by 70%, over the last decade, according to the National Climate Assessment. The Inflation Reduction Act of 2022 (IRA) gives colleges and universities access to the financial incentives of investing in renewable energy. The progress in electrifying our campus energy systems over the past decade positions Miami to act on plans to install a solar photovoltaic system, with an acceptable ROI for our stakeholders.
- It's time to take our work to the next level, spreading deeper and wider across the Miami community (r.e. curriculum, research and outreach). We are working with the city of Oxford for some of our goals. The city of Oxford has pledged to become neutral by 2045 per its Climate Action Plan approved in September 2023.
- Environmental Justice (**will be added*)

Sincerely,

Susan Meikle, Lead writer; co-chair CASC; UCM writer/Sustainability communications

Jonathan Levy, co-chair CASC; director of IES

Olivia Herron, co-chair CASC; director of Sustainability

Introduction

Miami University is committed to achieving carbon neutrality on its Oxford campus by 2040.

As a signatory of [Second Nature's Climate Commitment](#), our Climate Action Plan outlines the goals, targets, and actions that will lead Miami's Oxford campus to carbon neutrality for energy-based emissions (Scopes 1 and 2) and emissions from commuting and university-financed air travel (Scope 3).

View the Second Nature's Climate Commitment: SecondNature.org/climate-action-guidance/network

Future climate change impacts depend on choices made today

The [Fifth National Climate Assessment](#), published in November 2023, states that the effects of human-caused climate change are already far-reaching and worsening across every region of the United States.

View the Fifth National Climate Assessment: nca2023.GlobalChange.gov

As part of the Campus-Community Climate Resilience Assessment for Miami University (submitted to Second Nature in August 2023), a study on the historical and predicted effects of climate change in southwest Ohio found that in the Midwest, future projected changes in average annual temperature are projected to be higher than in any other region of the United States.

The study, by Jonathan Levy, director of the Institute for the Environment and Sustainability, and Jason Rech, professor of Geology and Environmental Earth Science, predicts that southwest Ohio will experience lower precipitation and increased temperatures in summer and increased precipitation and increased maximum temperatures in fall, winter, and spring.

Rapidly reducing greenhouse gas emissions can limit future warming and associated increases in many risks.

At the national scale, the benefits of deep emissions cuts for current and future generations are expected to far outweigh the costs, according to the report.

- At Miami, not only have we succeeded in reducing energy use by nearly half, and reducing energy-based carbon emissions by more than half since 2008, we have realized an estimated cost savings of more than \$95 million during that period.

Our story: Successes, Challenges, Solutions

Miami University’s path to carbon neutrality began in 2010 when our historic residence halls — Elliott and Stoddard (circa 1829 and 1836) — were converted off steam to geothermal heating and cooling.

Since then, with the implementation of Miami’s Utility Master Plan, most campus buildings have transitioned from the legacy district steam system to simultaneous heating and cooling, low-temperature Heating Hot Water, and geothermal exchange for heating and cooling.

The Utility Master Plan has led to sustainable reductions in energy use and energy-based carbon emissions since 2008, achieving:

- 51.5% reduction in energy-based carbon emissions.
- 62.5% reduction of energy-based carbon emissions per gross square foot.
- 47.3% reduction in energy use intensity, kBtu per gross square foot.

Table 1: Campus Energy Use (kBtu) per building gross square foot (GSF), 2008–2023, Oxford campus

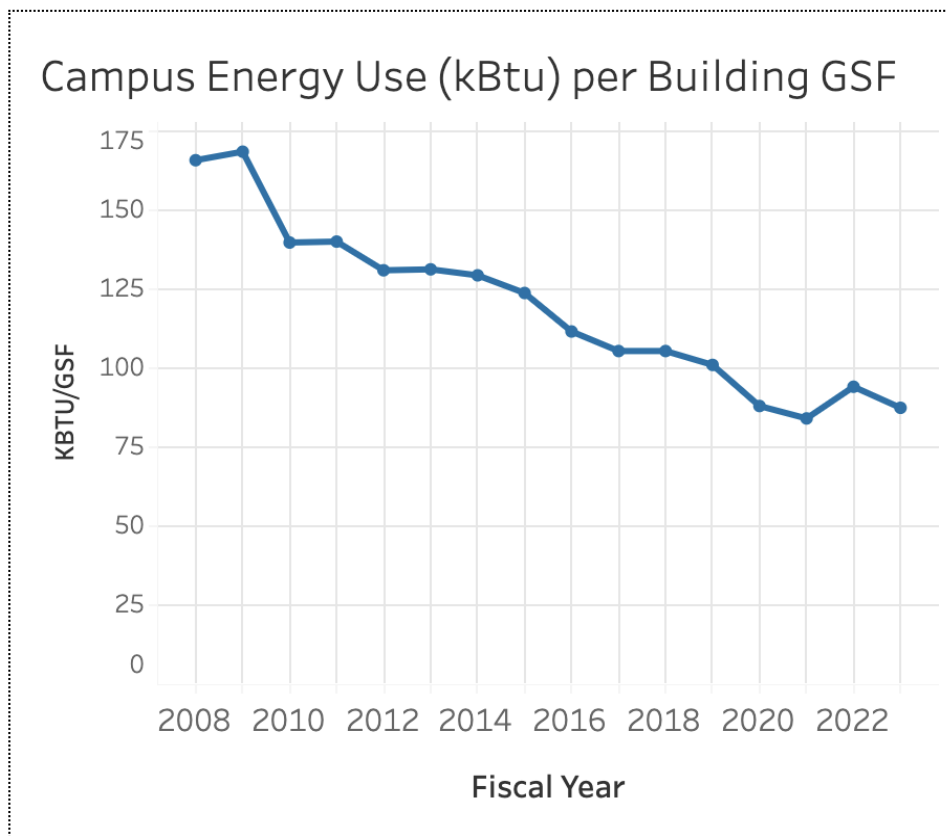


Table 2: Total energy-based emissions, MTCO₂ (metric tons of CO₂ equivalent) from 2008-2023; Oxford campus

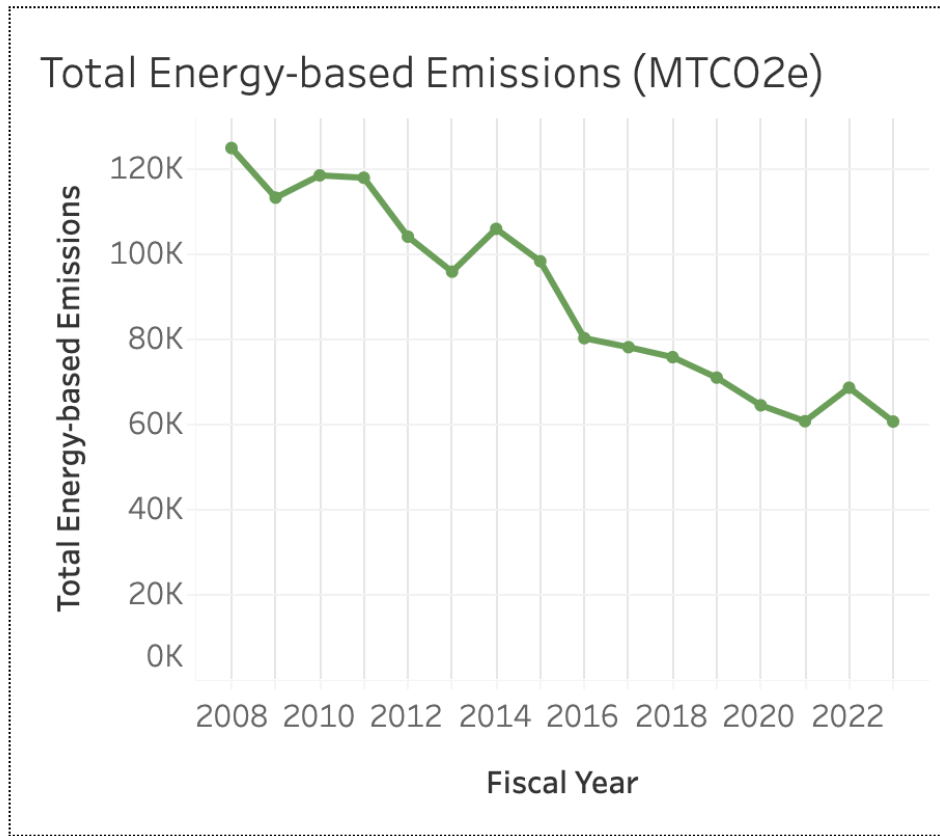
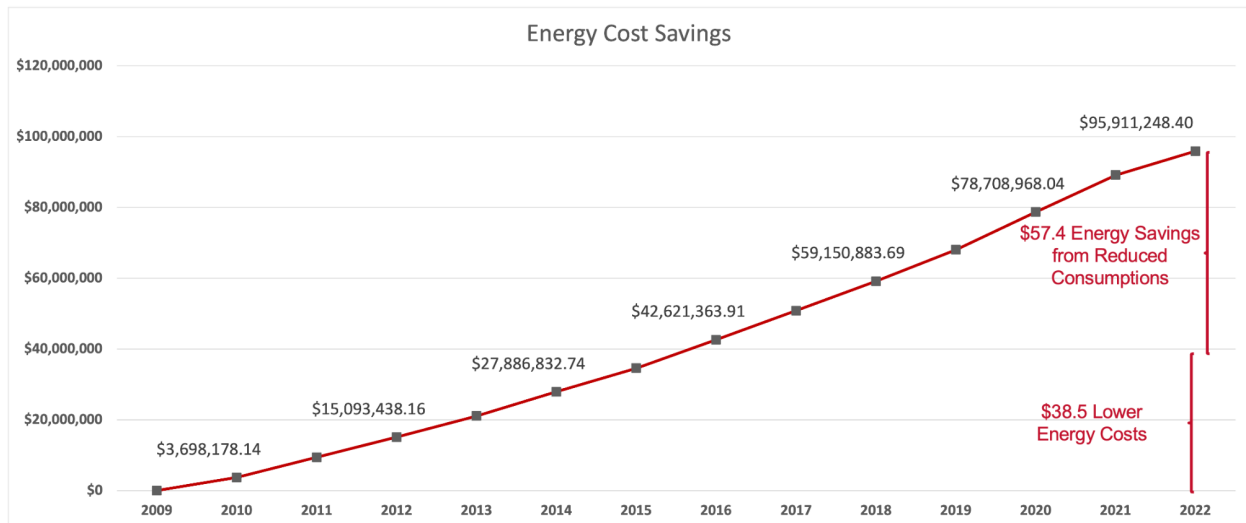


Table 3: Energy cost savings, 2009–2022, from Oxford campus energy use reductions (from transition off steam heat and cooling to geothermal and heating hot water systems)



Working collectively

To confront a challenge unlike any faced by previous generations, “the best possible future will emerge only if the nation works collectively,” according to National Climate Assessment authors.

Miami agrees. In fact, Miami is working with the higher education community to share knowledge and best practices for energy systems transitions.

- Miami was one of 12 institutions selected for the first [White House Forum on Campus and Community-Scale Climate Change Solutions](#). The March 2023 virtual forum convened U.S. government officials with climate, sustainability, and resilience leaders and educators from colleges and universities across the country to showcase how innovative ideas and actions can advance climate change efforts on college campuses while benefiting the surrounding communities. View the White House Forum: [YouTube.com/watch?v=tVVds9zcloU](https://www.youtube.com/watch?v=tVVds9zcloU)
- In spring 2023, Miami’s Office of Energy Systems convened a workshop for knowledge sharing about energy systems transitions to geothermal heating and cooling. The inaugural Campus District Energy & Geothermal Workshop was co-hosted with Doug Hammerle (former director of Energy Systems at Miami and currently senior project manager for MEP Associates) and was attended by energy systems and sustainability representatives from several institutions.

Now is the time to implement the Miami 2040: Climate Action Plan.

The plan’s strategies include:

For emissions from energy use and production

- Strategy: Further reduce energy consumption; complete the transition of building heating and cooling systems off steam; electrify campus systems to reduce burning fossil-fuels on site; generate electricity from solar energy (zero-emissions energy) on-site; procure purchased electricity from renewable sources; and offset the remainder.

For emissions from commuting and university-financed air travel (Scope 3). These emissions typically account for about 16% of Miami’s annual MTCO_{2e} emissions.

- Strategy: Reduce barriers to and equitably increase accessibility of alternative transportation modes and reduce the campus drive-alone rate. Reduce as much as possible Miami’s commuting and university-financed air travel emissions, and offset the rest.

Curriculum and Research

Miami students are increasingly provided with opportunities to learn about sustainability and climate change, whether through an academic course, undergraduate research, an education module, living learning communities, or other initiatives. Through offerings from the Institute for the Environment and Sustainability, Miami Plan Signature Inquiry courses, and other initiatives, we will aim to provide all Miami students with climate change education.

Student Engagement and Outreach

We propose the creation of a new Student Sustainability Outreach Coordinator position, and, with the support of Associated Student Government, the implementation of a modest Student Sustainability Fee. These resources will help in projects to motivate behavior change for the goal of building a campus culture of sustainability on campus.

Resilience:

While specific climate impacts vary based on regional conditions and context, no region of the nation is immune from the impacts of climate change. *(More will be added here about our resilience monitoring plans)*

The Miami 2040 Plan

Decarbonizing Miami's Campus: Energy-based Emissions

Miami University's path to carbon neutrality began with our historic residence halls (Elliott and Stoddard) in 2010, when they were converted off steam to geothermal heating and cooling. Since then, Miami's Utility Master Plan provided a roadmap for the transformation of nearly all the building heating and cooling systems off steam.

Since then: Miami has reduced its energy-based carbon emissions by 51.5% and 62.5% per gross square foot.

By 2040, Miami will decarbonize our energy-based emissions as much as possible, and offset the remainder.

Strategy: Further reduce energy consumption, complete the transition of building heating and cooling systems off steam; electrify campus systems to reduce burning fossil-fuels on site; generate electricity from solar energy (zero-emissions energy) on-site; procure purchased electricity from renewable sources; and offset the remainder.

Goal 1: By 2040, achieve carbon neutrality for emissions associated with fuel combustion on campus, including power production and campus fleet (Scope 1).

Target 1: Complete the transition of building climate control systems from energy-intensive steam to high-temperature heating hot water by 2030 and to low-temperature heating hot water and simultaneous heating and cooling by 2040.

- **Action:** Miami's utility master plan, implemented in 2012, takes an eight-phase approach to convert buildings to more efficient heating and cooling systems. Many of these buildings will utilize geothermal exchange to enhance efficiency further and reduce reliance on fossil fuels. By 2030 Miami's steam plant will be converted to Heating Hot Water. *A concise summary of the plan is in appendix x.*

Target 2: Increase building energy efficiency by 45% by 2030 from the 2008 historical baseline.

- **Action:** Require that all major campus renovations reduce energy consumption (kBtu) per gross square foot by 20% from the site-specific pre-renovation baseline.
- **Action:** Continue to meet or exceed annual energy performance goals set by the

Director of Energy Systems (“continuous improvement” kBtu per gsf reductions).

Target 3: Electrify campus energy systems to reduce fossil fuels burned on-site as much as possible.

- **Action:** Electrify all domestic water boilers in residence halls by 2030.
- **Action:** Electrify clothes dryers in all residence halls as rental contracts are renewed or machines are replaced by 2030.
- **Action:** Accommodate steam-based laboratory equipment such as autoclaves and cage washers and kitchen equipment such as dishwashers when the steam plant is retrofitted for heating hot water (HHW) utilizing building-level electric steam boilers by 2030.

Target 4: Reduce emissions from electricity produced on-site.

- **Action:** Investigate alternative fuel sources such as biogas to reduce the carbon intensity of electricity produced on-site.

Target 5: Electrify the campus fleet and utility vehicles where possible.

- **Action:** Electrify lightweight vehicles when cost-effective or by 2040. An assessment of ROI and feasibility is available in appendix x.
- **Action:** Electrify heavy-duty vehicles, off-road vehicles, grounds equipment, and other fossil fuel-powered machinery where and when possible.

Target 6: Offset unavoidable emissions from scope 1 sources beginning in 2040.

Goal 2: Achieve carbon neutrality for GHG emissions from purchased electricity (Scope 2)

Target 1: Produce zero-emission energy on-site.

- **Action:** Implement On-site Solar. The Oxford Campus base load capacity is 7 megawatts. Exceeding this threshold would require a net metering agreement with the utility provider (Duke Energy) or on-site battery storage. Several sites on campus have been assessed for feasibility and solar infrastructure costs are being monitored.
- **Action:** Procure purchased electricity from renewable resources

Target 2: Explore the feasibility of renewable energy credits (RECs) from off-site clean energy.

- **Action:** The base load at the Miami Regionals Hamilton campus is 200 kW. Representatives from the City of Hamilton have met with Miami energy systems staff to discuss the potential for net metering which would allow for excess production of energy. This is not currently feasible but will be continuously reassessed. ***Emissions from Miami's regional campuses are not included in the Oxford carbon footprint, but initiatives on these properties can count as internally produced renewable energy credits (RECs) or carbon credits.*
- **Action:** Contract with a developer to build a solar array on-site or at an off-site location, and purchase the power and associated RECs.

Target 3: Offset unavoidable emissions from purchased energy (Scope 2) sources beginning in 2040.

Emissions from Commuting and University-financed Travel (Scope 3)

Scope 3 emissions include all greenhouse-gas emissions not covered by Scopes 1 and 2. These are emissions that are associated with Miami University activities but are not directly caused by the University's consumption of fossil fuels or use of electricity. There are numerous sources of Scope 3 emissions; however, the Presidents' Climate Leadership Commitments requires the Climate Action Plan to consider only those emissions caused by:

- **Commuting:** Emissions produced by faculty, staff, and students commuting daily to campus in personal vehicles, and
- **University-financed air travel:** Emissions generated off-campus when faculty, staff, and students travel on official campus business.

These emissions typically account for about 16% of Miami's annual MTCO_{2e} emissions.

Strategy: Reduce barriers to and equitably increase accessibility of alternative transportation modes and reduce the campus drive-alone rate. Reduce as much as possible Miami's Commuting and University-financed travel emissions, and offset the rest.

Goal 1: Update the Campus Circulation Master Plan in coordination with the City of Oxford's goal to create carbon-neutral mobility systems, as specified in Oxford's Climate Action Plan (adopted Sept. 18, 2023).

Target 1: Update campus circulation and related transportation plans in collaboration with the City of Oxford in 2024 to ensure alignment in relation to emissions reduction goals.

Goal 2: Reduce emissions generated by student commuting to and from campus in Oxford by 50% by 2030 and by 90% by 2040 relative to 2023 levels.

Target 1: Expand opportunities for walking, biking, and micro-mobility (e.g. electric scooters, skateboards).

- **Action:** More fully pedestrianize the campus
- **Action:** Expand bicycle & micro-mobility programming and infrastructure

- **Action:** Move forward with bike sharing by updating past planning and gauging feasibility
- **Action:** Increase student parking permit fees and revise parking policies to discourage student driving to campus.
- **Action:** Support BCRTA in its efforts to decarbonize its fleet and improve the efficiency and levels of local transit service.

Goal 3: Reduce emissions generated by faculty and staff commuting to and from campus by 20% by 2035 and by 90% by 2040 from 2023 levels

Target 1: Implement parking policies to manage commuting demand and offset emissions.

- **Action:** Incorporate distance- and mode-based incentives or emissions offset fees in parking permits.
- **Action:** Increase employee permit fees, scale for income.
- **Action:** Expand incentives for low-emissions vehicles, carpooling.
- **Action:** Incorporate commuting distance offset fee calculation in permitting process (exempt 100% electric).
- **Action:** Explore funding models to improve transit from parking revenue.

Target 2: Increase use of BCRTA by supporting BCRTA route planning and financial support with parking fees. Support BCRTA alternative fuel study and infrastructure planning.

- **Action:** Implement a single app clearinghouse for bus, parking, bike, car/rideshare information and booking/payment. Develop RFP to explore the market for services.
- **Action:** Expand BCRTA transportation connections to/from Oxford (e.g. Park and Ride).
- **Action:** Implement car sharing and expand ride sharing.

Target 3: By 2025, develop an EV charging infrastructure plan.

- **Action:** Incorporate Level 3 fast-charging stations at major visitor destinations. Use increased parking permit fees to support infrastructure development.

- **Action:** Incorporate Level 2 charging stations in key employee and student daily parking lots (such as Cook Field) using increased parking permit fees to support infrastructure development.

Target 4: Develop a robust remote-work policy that supports less driving to and from the Oxford campus.

Goal 4: By 2030, reduce to zero net carbon emissions associated with long-distance travel impacts and/or generate revenue for offsets.

Target 1: Expand alternatives to long-distance business travel.

- **Action:** Support utilization of regional or remote travel alternatives.
- **Action:** Review professional development and expense policies.

Target 2: Equitably offset emissions from long-distance employee travel.

- **Action:** Incorporate an emissions offset fee (based on distance and mode).
- **Action:** Incorporate an offset fee calculation module in purchasing systems and procedures.
- **Action:** Ensure university/departmental funds are applicable to offset spending.

Target 3: Expand alternatives to long-distance study abroad travel.

- **Action:** Ensure curriculum supports study away and virtual global learning.

Target 4: Equitably offset emissions from study abroad/away.

- **Action:** Add a student air-travel offset fee: domestic and international.
- **Action:** Integrate travel offset fee into study abroad/away workshop fees/administration.
- **Action:** Ensure relevant scholarships are applicable to fee.

Goal 5: Foster an equitable car-free campus culture.

Target 1: Develop policies and programming to encourage student recreation and access/mobility without reliance on a private automobile.

- **Action:** Strengthen regional and long-distance transit connections.
- **Action:** Expand weekend and other chartered trips (e.g. Cincinnati).

Offsetting Miami's carbon emissions

Miami aims to reach net carbon emissions by 2040 through at least 90% drawdown of energy-based emissions and commuting and University-financed travel emissions. The unavoidable remaining emissions will be offset.

Goal 1: Establish a Carbon Offset Fund Committee to recommend an annual carbon fee and select offset projects. The standing committee will ensure that the university's offsets are appropriate each year, given the changing offset price and continuous development of new offset projects.

Target 1: Establish a university-wide policy for Purchasing of Carbon Offsets by 2035.

- **Action:** Integrate transport-related emissions offset into employee travel purchase (using Chrome River or a similar program identified by the office of procurement.)

Goal 2: Establish internal offset projects that can be used by 2040 to help achieve carbon neutrality.

Target 1: Begin accelerated tree-planting program by 2025.

Target 2: Create additional carbon credits by investing in renewable energy at the Regionals campuses.

Target 3: Use student research teams to investigate the conversion of grass lawns and leased farm land to more natural land uses and/or farming practices that can sequester greater carbon quantities.

Curriculum and Research

Miami University's Sustainability Pillar 2, Commitment to Enhancing Campus Culture—one of three overarching Sustainability Pillars Miami established in 2021—states our commitment to supporting sustainability programming, curriculum, and research, and increasing collaboration across all divisions, promoting a University-wide culture of sustainable behavior.

Miami students are increasingly provided with opportunities to learn about sustainability and climate change, whether through an academic course, undergraduate research, education module, living learning communities, or other initiatives.

The new [Miami Plan 2023 for Liberal Education](#), implemented in fall 2023, includes Sustainability and Resilience as one of five Signature Inquiry areas (comprising 9 credit hours of course(s) they can choose from. The new Miami Plan Innovation Lab (MPIL) is directly involved in the creation of new team-designed, team-taught courses that - among other things - address climate change and sustainability in a variety of ways.

View the Miami Plan 2023 for Liberal Education: [MiamiOH.edu/liberal-ed/student-resources/miami-plan](https://miamiOH.edu/liberal-ed/student-resources/miami-plan)

Strategy: Integrate sustainability across the curriculum; develop new Sustainability degree programs, micro credential or certificate programs; foster and support research on climate change; and create a new Center for Climate Change Studies.

Goal 1: Increase the number of academic courses, majors, minors, certificates, and other curriculum-based programs offered at Miami that are focused on sustainability and climate change.

Target 1: Increase the proportion of graduates from programs that are focused on sustainability and climate change.

Target 2: Increase the proportion of departments offering courses focused on sustainability and climate change from 5% to 10% by 2035.

- **Action:** Evaluate the opportunity and options for creating a multidisciplinary microcredential in Climate Change and Sustainability. (*A certificate in Sustainability in Agriculture is currently in development*)
- **Action:** Support new course creation through the Office of Liberal Education and the Center for Teaching Excellence.
- **Action:** Continue to support faculty to seek approval for courses in the Sustainability and Resilience Signature Inquiry of the Miami Plan 2023.

Target 3: Implement a course designation for sustainability-focused and inclusive courses in alignment with AASHE STARS.

Goal 2: Create a Center for Climate Change Studies housed within the Institute for the Environment and Sustainability.

Target 1: By 2030, establish a transdisciplinary Center for Climate Change Studies at Miami.

- **Action:** Establish a committee to evaluate models for such a center by 2024

Target 2: Support a Cluster Hire—a series of hires across disciplines of faculty whose research centers on climate change.

- **Action:** Create a guideline for departments in the process of hiring new faculty with expertise on climate change.

Goal 3: Foster and increase the research efforts at Miami centered on sustainability and climate change.

- **Action:** Provide incentives and support the development of proposals for transdisciplinary research across campus.
- **Action:** Raise the profile and visibility of the high quality sustainability research already being done at Miami through an appropriate communications strategy with University Communications and Marketing.
- **Action:** With the office of ASPIRE enhance Miami's partnerships with governments, businesses, and non-governmental organizations to engage these partners in collaborative efforts for sustainability outcomes.
- **Action:** With the office of Advancement and the Campaign For Love. For Honor. For those who will., foster relationships with alumni to garner financial and strategic support for research centered on climate change and sustainability.
- **Action:** Enhancing Miami's Teacher-Scholar model, support opportunities for undergraduate research and other experiential learning programs centered on sustainability and climate change.

Student Engagement and Outreach

Miami University's Sustainability Pillar 2, Commitment to Enhancing Campus Culture—one of three overarching Sustainability Pillars Miami established in 2021—promotes a University-wide culture of sustainable behavior. We recognize that we all share a responsibility to build a campus culture of sustainability to help reach carbon neutrality on campus.

Strategy: Increase student awareness of how individual actions impact the success of Miami's commitment carbon neutrality and motivate change in behavior.

Goal 1: Increase student awareness of Miami's climate commitment, and increase student awareness of how their actions and behaviors have an impact on our commitment to decarbonization.

Target 1: Create a new Student Sustainability Outreach Coordinator position. This position, intended to be filled by a graduate student, will focus on Sustainability initiatives under the Director of Student Engagement/ Leadership or the Director of the Armstrong Student Center/ Office of Sustainability, with a potential partnership with the office of ASPIRE

- **Action:** Allocate funding for a full-time (32 hr/week) position within the Division of Student Life. Appointment to be filled by a Master of Environmental Science graduate student. Estimated cost: \$45,000

Goal 2: Implement a modest Student Sustainability Fee to fund opportunities for students for student-led projects, events, or programming centered on Miami's climate commitment.

Target 1: Associated Student Government proposal to the board of trustees to support a Student Sustainability Fee of \$5/semester, similar to other Ohio public universities. Funding allocation would be decided by a committee of students, the Sustainability Director, and others.

- **Actions:** Establish a Climate Action/Sustainability Fund available for students to support projects centered on climate action. Students propose projects (i.e. pollinator gardens, workshops, art supplies, outreach for community members, travel to conference) annually. Funding allocation would be decided by a committee of students, the Sustainability Director, and others.

Goal 3: Motivate change in user behavior by encouraging resource stewardship, and responsible consumption and waste disposal.

Target 1: Aim for 20% of events held at Armstrong Student Center to be Zero Waste in 2024–2025; and 40% of events to be zero waste by 2040.

- **Actions:** Provide resources and guidance for student organizations and other groups using Armstrong Student Center to hold Zero Waste Events in the facility. Provide guidance and resources for disposal of compostable and recyclable items offered by Dining Services.

Goal 4 : Motivate change in user behavior by encouraging resource stewardship by residential students.

Target 1: Reduce energy and water consumption in the residence halls 5% by 2030 from 2024 levels.

- **Action:** A student sustainability outreach coordinator will lead outreach and communication for residential students about how their actions affect energy use and water consumption in their residence halls. eProgress will be tracked and shared by the Director of Utilities, Director of Sustainability, and a team of students in IES 474 “Sustainability in Practice” using USGBC’s Arc platform. Estimated cost to certify 12 initial buildings: \$35,000
- **Action:** High performing buildings will be LEED O+M certified to publicize the success of efficient building operation.

Resilience Monitoring

This section will be added soon.

Future planning: Zero Waste Campus

The Miami University Climate Action and Sustainability Council recognizes that Scope 3 emissions related to waste disposal and recycling, while not addressed under the Presidents' Climate Leadership Commitments, should be an integral part of a plan for climate action and sustainability.

Goal 1: Create and implement a Zero Waste campus plan.

Target 1: Starting by 2024, form a campus Zero Waste planning committee to conduct a feasibility study and cost analysis for a Zero Waste campus Plan, beyond the goals set for Zero Waste events in Armstrong Student Center (Goal 3 of Student Engagement and Outreach).

Recommendations for Implementation of the Miami 2040 Climate Action Plan

Implementing the Miami 2040 Climate Action Plan begins with institutionalizing the Plan's goals, from the Miami University Board of Trustees to the Office of the President and across the Miami community.

For Miami to achieve this presidential priority, it will require this support:

- Not only will it require incorporation by all departmental units and offices across campus, it will require additional resources in targeted areas such as the Office of Strategic Procurement, Parking and Transportation, the Office of the Provost, University Communications and Marketing (UCM), Student Life, and Dining Services.
 - Miami's [Energy Systems](#), within the Physical Facilities Department (PFD), is responsible for a large part of the Miami 2040 plan. They have been guided by the Utility Master Plan, established in 2012, which has been key to Miami's tremendous success in reduction of energy use and of carbon emissions: 51.5 % reduction in GHG emissions since 2008 (as of FY23).
 - The Office of Sustainability is currently staffed by only one full-time Director of Sustainability, within PFD (Olivia Herron). While this position will be responsible for overseeing the implementation of some of the Goals, Targets, and Actions of the Miami 2040 plan, other parts of this plan are in the purview of other departments.
- **Recognizing the value of embedding sustainability responsibilities into select positions**, as demonstrated by the model recently established by University Marketing and Communications. Miami's vice president and chief marketing and communications officer, Jessica Rivinius, supports and has made sustainability communications an additional priority within UCM. New sustainability-related responsibilities were added to the position of News Writer/Editor, with a job title change to News Writer/Editor and Sustainability Communications Manager (job title revision recently submitted by UCM and approved by Human Resources).
 - This has allowed Susan Meikle to manage sustainability communications, co-chair the Sustainability Committee and the new Climate Action and Sustainability Council, and lead the writing of the Climate Action Plan—actions imperative to the completion of the Miami 2040 Plan and its

implementation. This shift can only occur through sharing of responsibilities with other team members.

- Likewise, the position responsibilities for the Armstrong Student Center Associate Director of Events and Operations, currently Kourtney Spaulding, were recently updated to include managing sustainability initiatives in Armstrong. This is key to the success of the new zero waste event program in Armstrong.
- Further, Aramark Dining Services established a new position in March 2023: Sustainability Manager. The position is currently held by Angelica Alexander and is key to the success, for example, of the Dining services composting program that began fall semester.
- Finally, embedding sustainability into positions across the university is the intent of Sustainability Pillars, created by the Sustainability Committee and adopted by President Crawford in fall 2021 (per the State of the University address).

We strongly recommend:

1. Hiring an additional member(s) of the Office of Sustainability to support implementation of the Miami 2040 Plan in areas outside of PFD—and
2. Embedding Sustainability in job positions: Reprioritize the duties of certain positions in other departments to embed sustainability.

Embedding Sustainability into current positions within:

1. Office of Strategic Procurement

This procurement position would provide guidance to the “Zero Waste” and “Carbon Offsets” committees, and help ensure institutional policies reflect the Goals of the Miami 2040 Plan.

2. Office of the Provost

This academics-focused position would guide the tracking and reporting on Miami 2040 Plan goals for Education and Research; and the tracking and reporting of the Educations, Research, and Curriculum objectives associated with the AASHE STARS report.

3. Parking and Transportation

This position within Parking and Transportation would guide and implement Miami 2040 Plan goals and targets to reduce Scope 3 emissions associated with Commuting and University-sponsored air travel.

4. Dining Services

A position within a Dining Services contractor, or within Miami’s Campus Services, would guide the implementation of Miami 2040 Plan goals for dining and food waste and help guide the development and implementation of new goals for a Zero Waste campus.

The individuals assigned sustainability as new responsibilities within their existing role would be selected by the respective departmental supervisors; we recommend incorporating these new responsibilities into job descriptions (through Human Resources).

Implementation + Sustainability Pillars

The Climate Action Plan will be overseen by the Climate Action and Sustainability Council (currently the combined Climate Action Task Force and Sustainability Committee), chaired by Jonathan Levy, director of the Institute for the Environment and Sustainability, Susan Meikle, UCM News writer/editor and sustainability communications manager, and Olivia Herron, Director of Sustainability.

Our implementation recommendations follow the tenets of the Sustainability Pillars created by the Sustainability Committee and adopted by President Crawford in September 2021:

“These Sustainability Pillars will provide a consistent foundation under which each University division can establish goals and metrics that are dynamic, agile, and responsive to constraints and innovations.

Sustainability will become embedded in the institutional mindset by having these commitments originate from the President’s Office. The entire University community can participate in a collaborative effort to help achieve carbon neutrality, build on our progress in sustainability, and establish goals under each of the three pillars.”

Pillar 1: Commitment to an Equitable and Sustainable Campus Infrastructure

Miami University is committed to implementing long-term changes in energy infrastructure, operations, and practices to further reduce greenhouse gas emissions, with the ultimate goal of achieving carbon neutrality; and implementing practices that ensure our physical infrastructure supports a healthy, sustainable environment.

Pillar 2: Commitment to Enhancing Campus Culture

The University is committed to supporting sustainability programming, curriculum, and research, and increasing collaboration across all divisions, promoting a university-wide culture of sustainable behavior that supports health and well-being.

Pillar 3: Commitment to Responsible Resource Management

The University is committed to sustainable consumption, procurement, and efficiency through responsible purchasing, operations, and waste reduction/elimination strategies.

Sustainability and Climate Action at Miami University: A Brief Timeline

The Miami University Sustainability Committee, created in 2010 with the appointment of Miami's first sustainability coordinator, drafted the first set of Sustainability Commitments and Goals (SCAG).

Updated in 2016 and led by Miami's first full-time sustainability director, the SCAG helped guide actions leading toward Miami's AASHE Gold STARS ratings by (2019, 2022) and our 32 LEED (Leadership in Energy and Environmental Design) Silver and Gold-Certified buildings, which account for more than 30% of building square footage on the Oxford campus.

In 2019, Miami University President Gregory Crawford charged the Sustainability Committee to prepare a new plan for sustainability that would leverage our successes to date and set forth new aspirations. The report "A commitment to lead" (June 2019) led to a new charge to further examine carbon neutrality pathways (report February 2020). That report recommended that President Crawford sign the Climate Commitment, committing Miami to Carbon Neutrality and an assessment of climate resilience.

President Crawford signed the PCLC-Climate Commitment in September 2020, The Miami University Climate Action Task Force informed much of this Miami 2040 plan.

Climate Action and Sustainability Council Members 2023-2024

Sept. 2023

Combined Sustainability Committee (SC) and Climate Action Task Force (CATF) in September 2023, to meet through May 2024, with the submission of Climate Action Plan to Second Nature; then restructure as Implementation and STARS-focus Committees

Co-chairs: Susan Meikle, Jonathan Levy, Olivia Herron

From SC:

Susan Meikle: CASC co-chair; (SC co-chair); CATF; Report lead writer; University News and Communications Writer/Editor, Sustainability Communications Manager

Olivia Herron: CATF-co-chair; director of Sustainability, member of Oxford Climate Action Steering Committee;

Jonathan Levy: CATF co-chair; director of IES; associate professor of Geology

Ryan Gunderson: previous SC co-chair, associate professor of Sociology and Gerontology

Rob Abowitz: Associate director, office of Residence Life ; advisor for EcoReps

Anna Abey: MEn student; graduate student with office of sustainability and the graduate school

Angelica Alexander: Sustainability manager for Aramark, Dining services

Leo Ambris: ASG secretary for Infrastructure and Sustainability; Senior Political Science major

Brian Ballou: Ernst & Young professor of Accountancy; co-founder Center for Business Leadership

Tim Cameron: Associate dean of CEC, professor of Mechanical Engineering (a former co-chair of the SC)

Lindsay Carpenter: AVP for Budget and Analytics, Provost's office

Cody Powell: Associate vice president, facilities planning and operations (CATF and SC)

Jon Ralinovsky: piano technician, College of Creative Arts; member of City of Oxford Environmental Commission

From CATF

Jonathan Levy (CATF co-chair)

Olivia Herron (CATF Co-chair)

Susan Meikle (CATF report lead writer, communications)

Cody Powell (Energy)

David Prytherch (Commuting/Air travel): professor of Geography; chair of City of Oxford Planning Commission, member of the City of Oxford's Climate Action Steering Committee; Miami's first Sustainability Coordinator

Lisa Ellram (Offsets): University Distinguished Professor of Supply Chain Management

Jason Rech (Resilience): chair and professor of Geology

Cameron Hay Rollins (Resilience): chair and professor of Anthropology; coordinator of the Global Health Research Innovation Center

Scott Walter (Student Engagement): assistant vice president for Student Life: Student Engagement and Leadership

Randi Thomas: vice president of ASPIRE

Matt Saxton (Regionals)

Mike Vanni (Research): professor of Biology

New members

Kourtney Spaulding: associate director of event and operations, and sustainability initiatives at Armstrong Student Center;

Reena Murphy (MEn '23): Sustainability Coordinator for the City of Oxford.



The Miami Pulse

Connecting, Assessing, and Moving Forward our Inclusive Community

Office of Institutional Diversity and Inclusion Newsletter

November 2023 Edition

Land Acknowledgement

Miami University is located within the traditional homelands of the Myaamia and Shawnee people, who along with other indigenous groups ceded these lands to the United States in the first Treaty of Greenville in 1795. The Miami people, whose name our university carries, were forcibly removed from these homelands in 1846.

In 1972, a relationship between Miami University and the Miami Tribe of Oklahoma began and evolved into a reciprocal partnership, including the creation of the Myaamia Center at Miami University in 2001. The work of the Myaamia Center serves the Miami Tribe community and is dedicated to the revitalization of Miami language and culture and to restoring that knowledge to the Myaamia people.

Miami University and the Miami Tribe are proud of this work and of the more than 140 Myaamia students who have attended Miami since 1991 through the Myaamia Heritage Award Program.

Letter from the Vice President for Transformational and Inclusive Excellence

Greetings Miamians,

As we get closer to finishing the Fall semester, we continue to be guided by our commitment to being an inclusive community. This October we were thrilled to receive the HEED Award for the fourth year in a row. The HEED Award recognizes colleges and universities for their outstanding commitment to diversity, equity, and inclusion across a range of areas. At Miami, this award reflects the collective efforts of faculty, staff, and students. Thank you for contributing to strengthening Miami as an inclusive community. This is critically important, ongoing work.

In this issue, you can read about our rebranding and name change to the Office of Transformational and Inclusive Excellence. The name, and our revamped and expanded webpage, more fully reflect our comprehensive and systemic efforts to bring about transformational excellence and change through research-informed initiatives,

structures, and programming. This focus on transformational excellence and change in the service of diversity, equity, and inclusion aligns with Miami's inclusive excellence approach and reflects our focus on building an inclusive community together.

We invite you to also read about (and enroll!) in the DEI in Leadership Certificate. This award-winning and free online certificate allows us to draw on the expertise of faculty and staff across Miami to reflect our commitments to an inclusive community through actionable steps. After you complete the certificate, you will have gained knowledge and strategies to address ableism and ageism, to identify and respond to microaggressions, to communicate across differences, and much more. We hope you will participate in this effort and join other Miamians on our journey to strengthening our inclusive community.

In this issue, you can also learn about Dr. JinJuan She and the National Science Foundation research grant she was recently awarded to fund her research on DEI in engineering design, and about August Ogunnowo's experiences and plans as ASG DEI Secretary. We also cover how this October we traveled to Kent State for our inaugural joint conference, Reimagining the Academy: Building Communities for Access and Transformational Change. With over 60 Miamians participating in-person and virtually, Miami was well-represented. This joint effort with Kent State and Ohio University reflects our belief that we are stronger together, and that we can be more innovative and creative in planning for a more equitable and accessible academy across Ohio when we collaborate. We look forward to hosting the conference at Miami next year. If you would like to be involved in planning next year's conference, please sign up [here](#).

As we begin November, we invite you to explore the programming across Miami for Native American Heritage Month, Trans Awareness Week, and Heroes Week. We hope you'll take a moment to read about and participate in the many events planned across Miami. If you have not done so already, we hope you'll take a moment to visit the Myaamia Center webpage to learn more about the great initiatives, research, and programming there year-round. We also invite you to visit the Land Acknowledgement page to learn more about some of Miami's efforts to honor and acknowledge the land and the people connected to this land.

During these challenging times, as a community we will continue to come together to offer support and resources to all Miamians.

As always, we welcome your feedback and suggestions and invite you to reach out to [TIE staff](#).

Love and Honor,
M. Cristina Alcalde, Ph.D. (she/her/hers)
Vice President for Institutional Diversity and Inclusion
Professor, Global and Intercultural Studies
vpDiversity@MiamiOH.edu

Heritage Month Updates

Working in close collaboration with faculty, staff, and student partners, the Office of Institutional Diversity and Inclusion provides opportunities for the Miami community to continue our learning and engage in meaningful programming that recognizes, examines, and values historical legacies of a diverse array of identities. Heritage Month programming supports Miami's inclusive excellence and DEI mission and connects to, among other areas, [DEI Task Force Recommendation, Pillar 2: Cultural Consciousness](#), which encourages the Miami University community to enhance our awareness, knowledge, and skills to enrich and renew our intercultural competence.

The Office of Institutional Diversity and Inclusion will organize programming, and collaborate, coordinate, and support events across campuses through a coordinated calendar for each month; promotion of events; and, when available, limited funding support for proposed events with appeal across campuses.

MU Libraries is partnering with OIDI to feature online resources, including films, books and articles, and class offerings, during each Heritage Month. We invite you to explore these and other educational resources and links on each webpage. We will be adding resources as they become available.

To learn more about this quarter's heritage months please visit our Heritage Month webpage:

- [November: Native American Heritage Month; Trans Awareness Week; Heroes Week](#)
- [January: Martin Luther King Jr. Day](#)

[For upcoming events, visit our University Events calendar page.](#)

History Month Events Submissions:

Now accepting [Submissions](#) for History Month events and programming for Spring semester. Working in close collaboration with faculty, staff, and student partners, the Office of Institutional Diversity and Inclusion provides opportunities for the Miami community to continue our learning and engage in meaningful programming that recognizes, examines, and values historical legacies of a diverse array of identities. Heritage Month programming supports Miami's inclusive excellence and DEI mission and connects to, among other areas, [DEI Task Force Pillar 2: Cultural Consciousness](#), which encourages the Miami University community to enhance our awareness, knowledge, and skills to enrich and renew our intercultural competence. [Submit](#) your proposal considering [priority deadlines](#) for each proposed history and heritage month celebrations.

Affinity Groups

Asian/Asian American Faculty Staff Association
President: April Robles, Director of Operations and Communications

The mission of the Asian/Asian American Faculty Staff Association is to bring together Asian and Asian American faculty and staff, and serve as a supportive community for Asian and Asian American employees and students. The Asian/Asian American Faculty Staff Association is currently building traction with the community and is seeking to provide opportunities for individuals to connect in a more casual atmosphere and then use that leverage to continue the growth and momentum of the group. If you are looking to make an impact and be a leader, this is the group for faculty and staff to join! If it is a personal passion and something they want to do to become more connected to the campus community, you are encouraged to reach out to April Robles to connect.

Association of Black Faculty and Staff
President: Seth Seward, Assistant Director, Alumni Relations

The Association of Black Faculty and Staff stands for diversity, equality, solidarity, and change for campus at large, students, and the Oxford community. As an organization, they will engage and participate in any efforts that are meant to educate and provide clarity of ideas of ending racism and discrimination. The Association of Black Faculty and Staff serves as a safe place for African American or black individuals to come together and meet. This is accomplished through general body meetings and social events. If something arises on campus that impacts the community, they gather together to discuss and hash out solutions in a safe space. The group also works to serve as a support system and network for students, staff, and faculty. While there are no current community events planned, anyone interested in becoming a member is encouraged to complete the membership formstack to connect.

Association of Latinx Faculty and Staff

President: José Amador, Associate Professor, Global and Intercultural Studies (Latin American, Latino/a, and Caribbean Studies)

The primary goal of the Association of Latinx Faculty and Staff primary is to support and raise awareness about the Latinx faculty and staff. They aim to build networks between departments and units, faculty and students, and Miami university and the community at large. The group also strives to raise the visibility of the Latin American Studies Program and the nearby Latinx community. Additionally, to keep everyone informed about everything Latinx-related, which is done through a weekly “bulletin” with news and events.

This organization has been formed by employees of Miami University (Hamilton, Middletown, and Oxford campuses) to foster Latinx, Latin American and Caribbean, and Ibero, Luso-American representation, improve work conditions, and enrich the social and cultural environment for all Miami faculty, staff, and students. Individuals interested in connecting can reach out to José Amador.

Classified Personnel Advisory Committee

President: Angela Coffey Brown, Administrative Assistant, Enrollment Management and Student Success

The Classified Personnel Advisory Committee is established for the purpose of advising the President, Vice Presidents, and Human Resources on matters of interest and concern to classified staff members in the context of the whole university community. The group accomplishes this by bringing issues/concerns/proposals to administration for input and/or action, serving (individual members) on university committees, and providing feedback/input on matters brought to the committee for review. Additionally, the Classified Personnel Advisory Committee is established to provide an institutional venue or forum in which matters of interest or concern to classified staff members can be discussed, considered, and/or moved forward through appropriate channels. Anyone interested in connecting with or joining the committee can contact Angela Coffey Brown or reach out to the CPAC email.

International Faculty and Staff Association

President: Jacqueline Rioja Velarde, Associate Director of the Global Initiatives' CAWC

The goal of the International Faculty and Staff Association at Miami is to support and connect international faculty and staff while helping each other thrive in their specific roles on campus. This is accomplished through connecting with colleagues from diverse cultural, ethnic, racial, linguistic, and educational backgrounds, and broadening perspectives, welcoming diversity, and experiencing inclusion at Miami. The group also seeks to listen, understand, and identify the needs of international faculty/staff, address the concerns and needs of the university, provide relevant resources as needed, and help international faculty/staff. The main goal of the group is to support one another in professional development at the university.

Interested individuals can reach out to IFSAM's president Jacqueline Rioja Velarde, communications chair Ebru Dirsal-Duffield, or to the IFSA email.

Queer and Trans Faculty and Staff Association

President: Emily Cluen, Access Coordinator, Miller Center for Student Disability Services

The goal of the Queer and Trans Faculty and Staff Association is to create space for the LGBTQIA community on campus and advocate for queer and trans individuals needs. The group is currently working on establishing and maintaining a larger group to allow for more capacity moving forward. For more details or to join our listserv, email QTFSA@MiamiOH.edu. The group is looking to host more events moving forward to connect with more folks on campus and provide more networking opportunities. Interested individuals can email the group's email address to connect.

Unclassified Personnel Advisory Committee

President: Sarah Persinger, Associate Director FBS Technology Operations & Support

The Unclassified Personnel Advisory Committee was created in 1983 to advise the University Administration (specifically the president and vice presidents) on matters of interest and concern to unclassified personnel. Committee members are selected to reflect a balance of gender, race/ethnicity, campus, division, level in the organization, responsibilities, years of university service, and any other characteristics that help to achieve a balance of knowledge, experience, viewpoints, interests and talents. The group's most recent endeavor was focussing on wellness and bringing back access and funding to wellness areas on campus. Individuals interested in joining are encouraged to attend the monthly virtual meetings, which take place on the second Tuesday of each month. Interested individuals can also connect with Sarah Persinger for more information.

For More Information

To learn more about these affinity groups or to join a group, check out the main affinity groups web page for more information on upcoming events, future meetings, and ways to connect.

Diversity, Equity, and Inclusion Campus Spotlight

Institutional Spotlight:

LGBTQ+ and Accessibility Task Forces



OFFICE OF TRANSFORMATIONAL
AND INCLUSIVE EXCELLENCE

In an effort to better understand and address the diverse needs of our campus community, the Office of Transformational and Inclusive Excellence (TIE) has launched an LGBTQ+ Task Force and an Accessibility Task Force. These task forces work in collaboration with faculty, staff, students, and alumni to gauge the needs of these communities, identify areas of opportunity, and work to plan and implement initiatives to better support the Miami community. The chairs of the LGBTQ+ Task Force and Accessibility Task Force recently met with a member of our staff to provide insight into the groups, their goals, and initiatives.

LGBTQ+ Task Force:

The LGBTQ+ Task Force was founded in April 2023 as a part of TIE's comprehensive and multi-method climate approach, with the intention of identifying support opportunities and integrating initiatives to better serve Miami's LGBTQ+ community. The LGBTQ+ Task Force is co-chaired by Megan Kuykendoll, M.S., C.F.L.E. Director, Dennis L. Carlson Sexuality Education Studies Center and eLearning Coordinator & Instructor, Department of Family Science & Social Work, and Hiram Ramirez, Ph.D., Senior Director for Strategic Initiatives for the Office of Transformational and Inclusive Excellence.

Dr. Ramirez explained that the LGBTQ+ Task Force has intentionally recruited faculty, staff, undergraduate/graduate students, and alums (inclusive of Regional campus representatives) to ensure as many perspectives as possible are included in the process and proceedings of the task force. The goal of the task force is to “gather invaluable insights from the community about the lived experiences of LGBTQ+ faculty, staff, and students here at Miami so that we may better serve them moving forward.”

When asked about the aspirations of the task force, Kuykendoll expressed their hope for the task force to provide insights that will inform systemic change at Miami University as the institution as a whole seeks new ways to support LGBTQ+ community members. They expressed that a large part of building the LGBTQ+ task force “is about building partnerships, raising awareness, and helping to give voice to folks who may not have previously had access to it. This task force can help to raise and address issues that the LGBTQ+ community members at Miami are facing and provide pathways for systemic change.”

The task force members are excited to begin gathering data through the [LGBTQ+ Miami Inventory](#), where campus community members are invited to submit information about programming, policies, initiatives, mentoring, historical events, and more, to build a historical understanding of what has transpired on campus for the LGBTQ+ community at Miami. Faculty, staff, students, and alumni are encouraged to submit to the inventory.

Accessibility Task Force:

The Accessibility Task Force was founded in October 2023 as a part of TIE's comprehensive and multi-method climate approach with the goal of identifying support opportunities and integrating initiatives to make a more accessible Miami campus for all members of Miami's community. The Accessibility Task Force is chaired by Tekeia Howard, Director for Programming for the Office of Transformational and Inclusive Excellence.

Howard expressed the excitement of members around this new taskforce, noting that the group has “expressed collective interest in making Miami University a place where all faculty, staff, students, and community members will be able to fully experience campus life.” The Accessibility Task Force represents a collaborative effort among faculty, staff, and students across the Oxford and Regional campuses.

The task force is currently working to facilitate a campus-wide audit of initiatives, resources, space (both physical and virtual), and programs to identify resources and areas of opportunity. Howard outlined the short-term goals of the task force in a three-pronged approach: “1. Identify current resources and best practices on campus and share them broadly so everyone can begin making adjustments to make Miami more accessible; 2. Develop an inclusive programming tool kit for the campus community; and 3. Independently or in collaboration with Miami's accessibility units work as an advisory [group] to key stakeholders by providing feedback and insights to policies, programs, and procedures.”

For future updates about the LGBTQ+ Task Force and the Accessibility Task Force, [visit TIE's website](#) or [follow TIE on Instagram](#) or [email the office](#).

Faculty Spotlight:

Jinjuan She, Ph.D.

Assistant Professor, Department of Mechanical and Manufacturing Engineering

Affiliated Faculty Member, Department of Emerging Technology in Business and Technology



At Miami University award-winning faculty, staff, and programs work together to provide students with a comprehensive educational experience. Each new academic year brings opportunities for advancement and progress as faculty members strive to further their own academic research alongside their coursework. One of these faculty members is Jinjuan She, Ph.D., who was recently awarded the National Science Foundation Research Grant to further her efforts to enhance diversity, equity, and inclusion (DEI) in engineering design.

Dr. Jinjuan She is an Assistant Professor for the Department of Mechanical and Manufacturing Engineering and an Affiliated Faculty Member for the Department of Emerging Technology in Business and Technology. Dr. She has been at Miami University for five years and in that time has been a mentor for the graduate school's Cross-Cultural Mentoring (CCM) program since the fall of 2021. Dr. She has also served as a member of the Mechanical and Manufacturing Engineering (MME) Department Graduate Program Committee, as a participant in the Fostering a Culture of Belonging (FCB) program, and as a participant in the Advancing Teacher Scholars (ATS) community. She also serves as the secretary of the American Society of Mechanical Engineers Design Theory and Methodology (DTM) Program. In the past, she was an active member in the CEC Strategic Planning Committee, MME Undergraduate Curriculum Petition Committee, and several MME Faculty Search, Staff Search Committees, etc. Sponsored by the Office of Transformational and Inclusive Excellence (TIE), Dr. She was also among the Miami faculty who attended the national Faculty Women of Color in the Academy Conference during Spring 2023.

Dr. She came to the United States after completing her M.S. in Mechanical Engineering to pursue her Ph.D. in Mechanical Engineering at Iowa State University. Before joining Miami University, she worked in the medical device and computational software industry. When reflecting on her journey from her college years to her current role, Dr. She noted, "I've observed a recurring trend: a significant underrepresentation of women in both my academic and professional environments. When I initially chose to pursue Mechanical Engineering as my field of study, it was a decision rooted in passion and curiosity inspired by my father. However, I can't deny that there were moments when I questioned whether it was the right path, given the disparity in gender representation. Fortunately, I persevered in pursuing my passion, and along the way, I discovered areas within Mechanical Engineering that truly resonate with me, like human-centered design."

One of Dr. She's driving aspirations in her work has always been to make a positive impact on others, "particularly on young individuals who may find themselves navigating similar doubts and uncertainties." Dr. She elaborated, "I firmly believe that it's essential to support and empower underrepresented students, helping them find their own path within the field. My hope is to be a guiding light for them, assuring them that their unique perspectives and talents are invaluable contributions to the discipline." One way that Dr. She works to accomplish this goal is through her work with DEI spaces on campus and through her research.

Dr. She was recently awarded a National Science Foundation research grant to fund her ongoing work around team DEI in engineering design. Within the field of engineering, collaboration within teams is an essential key in determining the success of a team, and the ability to work with those from different backgrounds becomes a strength. Dr. She's project, titled "Research Initiation: Understanding Team Diversity, Equity, and Inclusion in Undergraduate Engineering Design Projects," is "dedicated to delving into how individuals from diverse backgrounds, with their unique equity practices, interact within engineering design teams." The project team "aim[s] to understand how diversity and equity impact the sense of inclusion experienced by team members during the design process. Initially, our research is focused on undergraduate engineering design teams, and we have aspirations to expand our scope to include professional design team collaborations in the future. In essence, our research is aimed at unraveling how diversity and equity practices intersect within engineering design teams, ultimately contributing to the creation of more inclusive and innovative solutions in engineering."

The award of the National Science Foundation research grant holds significant potential to advance Dr. She's project, which would also have a meaningful impact on the Miami community. Dr. She explained that the outcomes of this project are "poised to provide insights into the intricate dynamics of collaborative engineering teams. By gaining a deeper understanding of the factors that contribute to effective teamwork, we can strategically integrate principles of DEI into engineering practice. This integration, in turn, will enable us to create more functional and effective groups within the field of engineering." Dr. She's work would also impact the Miami community and Miami alums, as her research can inform and positively influence the success of current engineering students and future graduates, equipping them with the skills and knowledge needed to thrive in their professional journeys.

In addition to the professional development of participants, the partnerships that have been built through Dr. She's project serve as a testament to the commitment to collaboration and inclusive excellence at Miami University. From Dr. She's perspective, "This initiative is poised to contribute to faster interdisciplinary partnerships between researchers in engineering and those in the realms of social sciences and education. Collaboration across these diverse fields is critical for addressing the multifaceted challenges of DEI in engineering design teams. It's a testament to Miami University's commitment to interdisciplinary cooperation, which can lead to innovative solutions and a richer learning environment for our community."

Dr. She noted, "During my time at Miami, I've witnessed the genuine commitment to inclusive excellence across various facets of the university. This commitment is notably exemplified by numerous faculty members within my department, college, and the broader Miami community. These educators consistently demonstrate their dedication to student-centered teaching by employing a wide array of techniques to understand and meet the diverse needs of our student body. They also make a deliberate effort to provide support and resources to underrepresented students, ensuring their success. I feel incredibly fortunate to be surrounded by such outstanding role models who inspire me to create inclusive learning experiences for my students."

She continued noting, "Furthermore, as one of the few women engineering faculty members within our department and college, I've personally experienced the inclusivity of our work environment. I'm grateful for the unwavering support and understanding I've received from both my department chairs and colleagues, particularly during challenging times such as family emergencies or conflicts between my professional responsibilities and caring for my son. This supportive atmosphere is a testament to Miami's commitment to fostering an inclusive and empathetic workplace."

As Dr. She and her team continue to conduct their research and implement their findings, interested individuals are encouraged to follow along by visiting the [Human-Centered Design Research Lab website](#). The lab is actively hiring and interested students are encouraged to apply online via the link. For further information, [please contact Dr. She](#).

Staff Spotlight: DEI in Leadership Certificate Program

At Miami University, faculty and staff alike are constantly seeking new ways to educate and develop both themselves and members of our community. One way this is currently being accomplished is through the [Diversity, Equity, and Inclusion \(DEI\) in Leadership Certificate program](#). Led by the [Office of Transformational and Inclusive Excellence \(TIE\)](#), the [award-winning program](#) is the result of a collaboration with [Miami Online](#). With the support of the [Office of the President](#), the program, launched in the spring of 2022. The certificate program draws on the expertise of Miami faculty and staff for the benefit of our inclusive community. The work of Miami Online, while behind the scenes, has been critical to the smooth, clear, and accessible organization and presentation of the modules. Members of the Miami Online team worked with Dr. Alcalde on the design and organization of the online program to bring the vision to life and ensure consistency among all modules.



Since its initial launch with ten modules, the program has expanded to include 14 in-depth, 45-minute modules organized as five foundational topics and three tracks: Coalition-Building, Health Equity, and Inclusive Workplaces. Our team recently interviewed three Miami staff members who contributed to the program through the development of modules on their areas of expertise to discuss what participants can expect when they enroll in the certificate program.

DEI Foundations:

The first five modules of the certification consist of the DEI Foundations. These modules cover topics such as Biases, Stereotypes, and Microaggressions, Race and Anti-Racism, LGBTQ+ Identities, and other topics. Rodney Coates, Ph.D., Professor for Global and Intercultural Studies and Critical Race and Ethnic Studies, developed the Race and Anti-Racism module. He explained that the module examines "race, the social construct of race, how race has evolved, and the importance of sharing multiple stories and perspectives to aid in the understanding of the fluidity of race as a socially constructed term that reflects power dynamics, cultural, and historical formations within the United States."

When asked about the type of knowledge and strategies participants would gain from the foundational module, Dr. Coates explained that "the biggest mistake we could make is believing the completion of the certification is the end of an event, but rather I hope that participants view this as the beginning of the process of increasing their understanding and awareness of both themselves and their communities. This is the beginning of the journey and not an end." Dr. Coates elaborated, noting that, "The biggest takeaway [from the Race and Anti-Racism module] is to understand what we mean by socially constructed versus biologically given." He emphasized that "if we understand we have the active agency in the social construction of these identities, we are agents in their employment and deployment in our communities. If we can pull back the layers of the social construction, we can put humanity first and add layers of identity to the humanity."

Coalition-Building:

Upon the completion of the five foundational modules, participants are invited to complete one or more of the three tracks to expand their learning. These tracks - Coalition-Building, Health Equity, and Inclusive Workplaces - consist of a variety of specialized topics to aid in participant understanding of approaches to inclusion across a range of contexts and topics.

The first track, Coalition-Building, examines Intergroup Dialogue, Intercultural Communication in a Globalized World, and Indigenous Perspectives: Miami Nation. Kara Strass, Director of the Miami Tribe Relations Office for the Myaamia Center, developed the content for the Indigenous Perspectives module. She explained that one key takeaway is that “all of North America is Indigenous land and learning about the people on the land that you are on is an important step in understanding DEI.” In the module, Strass focused on “the history and ongoing revitalization of the Myaamia people” as well as “the cultural revitalization taking place in the community” and “the unique relationship between the Miami Tribe and the university, and the related work taking place on campus.”

When asked about the type of knowledge participants will gain from the module, Strass explained, “We wanted to give people an understanding of our history, who we are today and what we do as a people, and how tribal nations, because of sovereignty, are governments rather than racial groups.” One of the key takeaways from this module is the importance of education about tribal nations and the impact that individual actions have on tribal communities. These modules provide context to the work taking place within the Myaamia Center and speak to the larger connections between DEI, tribal nations, and sovereignty, and aid in participant understanding of the dynamics between the three.

Health Equity:

The second track, Health Equity, examines Emotional Well-Being, DEI and Healthcare Inequities, and Ageism and Age Bias. John Ward, Ph.D., Director of Student Counseling Service developed the Emotional Well-Being module. When asked about the topics of the module, Dr. Ward noted that the module covers “ways in which you can take a look at the mental health and wellness of themselves [participants] and of others in our community. The module also examines ways in which we interact with individuals that have mental health-related concerns and disorders, and ways to appropriately and ethically engage with people who may need additional support.” For Dr. Ward, this includes practices supervisors should be aware of to guide their teams when they make disclosures about mental health concerns. Additionally, this module helps participants learn to recognize when an individual may be in distress and how to bridge individuals to support services.

Dr. Ward hopes participants of the module gain knowledge and skills around emotional well-being and mental health in the workplace, specifically “I hope folks gain a sense of how they have been able to center themselves by way of their own health and wellness and that this leads into thinking about the health and wellness of others, specifically mental health in the scope of this module.” He expanded, noting that a large part of the module’s focus is on raising awareness around the mental health needs of the Miami community and providing participants with the skills to support one another. “Even though this module is centered around mental health, it also discusses creating a culture of openness, care, and concern to discuss harder topics.”

Inclusive Workplaces:

The third and final track of the certification program, Inclusive Workplaces, examines Cultural Intelligence, Masculinities in the Workplace, and Strategies for Workplace Inclusiveness. Hiram Ramirez, Ph.D., Senior Director for Strategic Initiatives in TIE created the Masculinities in the Workplace module. Dr. Ramirez remarked that participants of the module would “explore ways to be more inclusive in the workplace as individuals, as colleagues, and as supervisors. It’s critical to think about this work at different levels because all individuals have different ways they can influence office culture. This module offers participants multiple ways to think about how they may influence their respective workplaces.”

Dr. Ramirez hopes that participants will connect and apply the strategies portrayed in the module into their daily lives in an effort to build more inclusive workplaces. He concluded with, “Too often we navigate workplaces as neutral environments, that happen to us instead of spaces we can control and influence. My module helps participants to reimagine the ways in which they can take ownership and engage in proactive ways to shift work culture and spaces to be more inclusive and thoughtful of all individuals with gender in mind.”

Tekeia Howard, Director of Programming for the Office of Transformational and Inclusive Excellence and point of contact for the internal certificate program, encourages any interested faculty, staff, or graduate students to enroll in the certification program. “Completing the DEI in Leadership Certificate is an investment in you, both professionally and personally. Through the modules, you will gain valuable knowledge and tools that will allow each Miamian to become a more inclusive leader and build a more inclusive Miami.”

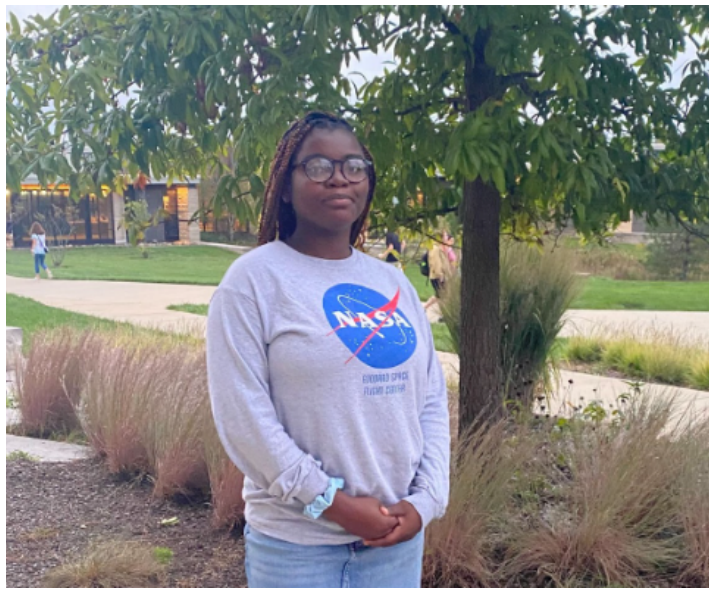
Enrollment is closing soon for the fall 2023 semester of the DEI in Leadership Certificate Program. [Fall registration](#) closes on November 17, 2023, and the course will close for those enrolled in the fall session on December 15, 2023. The next cycle of enrollment will open in the spring semester. For more information about the DEI in Leadership Certification, please visit the [TIE website](#) or [Miami Online](#).

Student Spotlight:

August Ogunnoqo

Biology and Neuroscience co-major with Pre-Med Studies, Class of 2024

Secretary for DEI, Associated Student Government



Student leaders at Miami University are dedicated to enhancing the student experience on campus. Part of this work includes working with our campus community to create more equitable spaces and opportunities for campus community members. One of the students currently leading this charge is August Ogunnowo.

August Ogunnowo is a Biology and Neuroscience co-major with a focus in Pre-Med Studies (Class of 2024) and currently serves as the Secretary for Diversity, Equity, and Inclusion (DEI) in the Associated Student Government (ASG) and a University Senate member. In addition to their responsibilities with ASG, August serves as a Residence Advisor for the Honors College Living Learning Community (LLC) and is the President of Making Moves, a transfer student organization. August also serves as a peer facilitator for the Voices of Discovery: Dialogue Across Difference program, aiding in conducting weekly sessions of intergroup dialogue to teach students about discussion, understanding different perspectives and experiences, and advancing discussions to deeper levels. In all of their roles across campus, August strives to build connections for a more inclusive campus community and make bridges for students to connect with each other, their environment, and the variety of opportunities that Miami has to offer.

As Secretary for DEI for ASG, August works to foster collaboration and connections between students across campus. They explained, “In my role, I cannot address every DEI issue on campus with a one-year term, but I want to continue to foster partnerships and relationships. When people think of ASG, they do not always think of DEI, and my goal is to reach out to marginalized students and emphasize that we [ASG] are here for you. I try to attend a variety of multicultural events each week and strive to be intentional with my role by reaching out to people and working to do the little things.”

August went on to emphasize that their role as Secretary for DEI can be broad, which is why they prioritize collaboration in their role and platform. As August noted, “DEI has its own department, but it plays a role in every department, which makes my role so broad. When the committees within ASG work to address a specific concern, the DEI committee often ends up being a collaboration between committees on campus, as concerns are often connected to multiple areas.” August went on to describe how this intentional collaboration is just one example of their campaign platform in action. “When I ran, my slogan was ‘Creating Intentionally Inclusive Leadership.’ I like to think that people are trying to be inclusive, but often it is not intentional and sometimes people live in fear of being retaliated against.” August explained that to further DEI efforts on campus, it is important to create intentional inclusion, as the intentionality behind efforts can often be what moves efforts and initiatives further.

When asked how their role as Secretary for DEI aids in supporting efforts to build a more inclusive Miami, August noted that like with many things in life, their role is often “what you make of it,” affording them the chance to establish clear responsibilities for a previously unclear position. “In my role, I chair a committee, support them on initiatives, and work to interact with administrators. Sometimes there is not enough clarity on what the role and responsibilities of Secretary for DEI entail, which is why I set out to be intentional and transparent in my platform.” August shared how previous student experiences with ASG and DEI efforts have not always been ideal; however, they are striving to create more intentional, collaborative efforts within ASG to build a more inclusive community and increase positive experiences of engagement with ASG.

One specific effort that August has taken ownership of is the annual Inclusion Forum. This year was the fourth iteration of the annual Inclusion Forum put on by ASG. The purpose of the forum is to “equip the student body with knowledge and understanding on topics of advocacy, activism, and allyship in the efforts to cultivate inclusive-minded leadership.” August reflected on this year’s forum, commending the vulnerability of participants and their willingness to engage in dialogue. “I think the inclusion forum went really well. The forum was very empowering and we had a lot of people who were willing to be vulnerable which is extremely difficult. Vulnerability is a large part of DEI dialogue and inclusivity, and in order to truly be inclusive we have to be willing to get vulnerable. I am thrilled by the amount of people who came together to collaborate on the forum.”

As August continues in their time as a student leader on campus, they continue to collaborate with students, faculty, staff, and units to work towards building and sustaining a more inclusive Miami. One of the ways August works towards this goal is through their position on the Student Advisory Council through the Office of Transformational and Inclusive Excellence (TIE). “I’m excited to get to meet everyone again and look forward to coming together to determine what we want the council to accomplish. I want the advisory council to be an

opportunity where students are kept in the loop of communication and can have meaningful conversations where they know their voices are heard.” August encouraged students looking to get involved to apply to join the Student Advisory Council, stating, “There are so many ways to get involved on campus. Joining the council, university senate, or even becoming an ASG member at large are just some of the ways to connect. When we are doing DEI work, it is important to recognize that small contributions can make a significant impact.”

To learn more about the [Student Advisory Council](#) or to [apply to join the council](#) (accepting applications now!), please visit the [TIE website](#). To learn more about ASG and August’s work as Secretary for DEI, visit the [ASG website](#) or [follow them on social media](#).

Submission for DEI Spotlight

Do you know a student, faculty member, or staff member who is doing standout diversity, equity, and inclusion (DEI) work? We are looking to highlight individuals on campus who are doing (DEI) work and making an impact on campus or in the community at large. Our goal is to highlight DEI works around campus and showcase the incredible work our community is undertaking. [Submit your suggestions](#) for our next edition’s spotlight!

Research Insights

Amanda Alexander, Professor and Chair for the Department of Art. College of Arts and Science. [The Routledge Companion to Decolonizing Art, Craft, and Visual Culture Education](#). Edited by Manisha Sharma and Amanda Alexander, Routledge, 2023.

Samir Bali, Professor of Physics. College of Arts and Science.

Ran Finkelstein et al. “A practical guide to electromagnetically induced transparency in atomic vapor. 2023 New J. Phys. DOI: [10.1088/1367-2630/acbc40](#)

Bernadette “Bird” Bowen, Visiting Assistant Professor for Media, Journalism, and Film. College of Arts and Science.

Bowen, B. (2023). On being “the bad guy”: Neuroqueer Self-Realizations in the Algorithmic Envirusment. Independently Published. <https://www.barnesandnoble.com/w/on-being-the-bad-guy-dr-bernadette-bird-bowen/1144061700?ean=9781088281475>

Bernadette “Bird” Bowen, Visiting Assistant Professor for Media, Journalism, and Film. College of Arts and Science.

Ha, L., Rahut, D., Ofori, M., Sharma, S., Harmon, M., Tolofari, A., Bowen, B., Lu, Y., & Khan, A. (2023). Implications of source, content, and style cues in curbing health misinformation and fake news. Internet Research. <https://doi.org/10.1108/intr-07-2022-0556>

Stephanie Danker, Associate Professor of Art Education. College of Creative Arts.

Co-Authors: Ann Elizabeth Armstrong, Associate Professor, Theatre; Jacky Johnson, University Archivist; Esther Claros Berlioz, EDL alumni

Danker, S., Armstrong, A., Johnson, J., & Claros Berlioz, E. (2023). Citizenship, Social Justice, and Arts-based Dialogue through the Mississippi Freedom Summer Project of 1964. In M. Bae-Dimitriadis & O. Ivashkevich (Eds.), *Teaching Civic Participation with Digital Media in Art Education: Critical Approaches for Classrooms and Communities* (pp. 73-87). Routledge. <https://www.routledge.com/Teaching-Civic-Participation-with-Digital-Media-in-Art-Education-Critical/Michelle-Ivashkevich/p/book/9781032510095>

Bruce Drushel, Professor and Chair for the Department of Media, Journalism, and Film. College of Arts and Science.

Bruce E. Drushel. (2023). “[Where Radio Dare Not Tread: Podcasts as Queer Audio Media](#).” *Radio Journal: International Studies in Broadcast & Audio Media* 21(1), pp. 67-81. H index:8, SJR: 0.29.

Bruce Drushel, Professor and Chair for the Department of Media, Journalism, and Film. College of Arts and Science.

Bruce E. Drushel. (2023). “[Ma Vie en \(Etats\) Rouges \(My Life in Red \[States\]\)](#).” *Queer Studies in Media & Popular Culture* 8(2), 133-37.

Katie Johnson, Professor for the Department of English. College of Arts and Science.

Johnson, Katie. *Racing the Great White Way: Black Performance, Eugene O’Neill, and the Transformation of Braodway*. University of Michigan Press, 2023. DOI: <https://doi.org/10.3998/mpub.12340544>

Tammy Kernodle, University Distinguished Professor for the Music Department. College of Creative Arts.

Kernodle, Tammy. “Come Go with Me to Freedom land: Black Women Musicians and the Unexplored sonic History of the March on Washington.” [Hidden Harmonies: Women and Music in Popular Entertainment](#). Edited by Paula J. Bishop and Kendra Preston Leonard. University of Mississippi Press, 2023.

David Rice, Assistant Professor for the Department of Media, Journalism, and Film. College of Arts and Science.

Rice, D. Andy and Bruno Guaraná. 2023. "Political Camerawork: A conversation with D. Andy Rice." Film Quarterly Fall 2023, 77.1, 97-102. We welcome your submissions and invite individuals to share publications that from the past year to be highlighted in this section. To submit a recent publication, please visit our website and complete our submission form.

Andrea Ridilla, Professor of Music, College of Creative Arts

Ridilla, Andrea. "Let Freedom Ring...Thanks to the Obofit." Double Reed News, the Journal of British Double Reed Society. No. 134, Spring 2023. We welcome your submissions and invite individuals to share publications that from the past year to be highlighted in this section. To submit a recent publication, please visit our website and complete our submission form.

We welcome your submissions and invite individuals to share publications from the past year to be highlighted in this section. To submit a recent publication, please visit our website and complete our submission form.

Campus Announcements and Upcoming Events

Higher Education Excellence in Diversity (HEED) Award

The Office of Transformational and Inclusive Excellence has been awarded our fourth INSIGHT Into Diversity Higher Education Excellence in Diversity (HEED) Award in a row!

The INSIGHT Into Diversity Higher Education Excellence in Diversity (HEED) Award annually recognizes colleges and universities that demonstrate an outstanding commitment to diversity and inclusion. To learn more visit the [Miami Matters story!](#)



Student Climate Interviews

You are invited to participate in a research project being conducted by the Office of Transformational and Inclusive Excellence (TIE). The purpose of this research is to understand the experiences of students as it relates to the campus climate both inside and outside of the classroom. We also want to identify additional programs, initiatives, and resources to support Miami students.

If you have any questions about the survey, please feel free to reach out to Cristina Alcalde (she, her, hers), Vice President for Institutional Diversity and Inclusion at vpDiversity@miamioh.edu who is the Principal Investigator for the study.

[Sign-up for your interview today!](#)

Employee Stay Interviews

You are invited to participate in a research project being conducted by the Office of Transformational and Inclusive Excellence (TIE). The purpose of this research is to learn specific actions Miami University can take to strengthen the retention and overall climate for employees. We also want to identify strategies and resources needed to support Miami employees' professional goals.

If you have any questions about the survey, please feel free to reach out to Cristina Alcalde (she, her, hers), Vice President for Institutional Diversity and Inclusion at vpDiversity@miamioh.edu who is the Principal Investigator for the study.

[Sign-up for your interview today!](#)

LGBTQ+ Miami Inventory- We Need Your Help!

The LGBTQ+ Task Force, a group of faculty, staff, students, and alums who have been assembled by the Office of Transformational and Inclusive Excellence (TIE), is excited to announce that we are gathering information through the [LGBTQ+ Miami Inventory](#). This inventory is gathering any information community members may have about LGBTQ+ programming, policies, initiatives, mentoring, and historical events at Miami. The entire Miami community - faculty, staff, students, and alums - are invited to provide any information they may have that would help the task force. The information that is gathered will assist the task force to get a historical understanding of LGBTQ+ efforts at Miami over the past few years. Please complete all submissions by Friday, Dec. 1st. If you have any questions about the inventory or the task force, please [email OTIE@miamioh.edu](mailto:OTIE@miamioh.edu).

QT-Con Call for Proposals

QT-Con is a grassroots conference and convention featuring queer and trans research, creative works, and passion projects. QT-Con brings together individuals from academia and beyond to center LGBTQIA+ lived experiences and celebrate multiple sources of expertise.

QT-Con encourages undergraduate and grad students, faculty, staff, and alum from Miami University and surrounding schools, as well as members of the community to [submit a proposal](#). Presenters have the option of presenting virtually or in person, and can choose the length that best fits their topic: 10, 15, or 20 minutes. Presenters can pull from academic studies, lived experience, passion areas, and/or from creative expression. Do you want to present your spoken word poetry? Your treatise on how She-Ra is a queer icon? Your peer-reviewed, years-long research project on pansexual identity, drawing from lived experience and in-depth interviews? All are welcome!

Workday Implementation Project in Well Underway

As we move through October, the Workday Implementation Project is hitting a major milestone. The last of three configuration worksets is coming to an end after a total of 20 weeks for the three. Configuration Testing is beginning this week and a number of additional Miami employees will begin to be engaged in this step over the coming weeks.

To learn more about the project, including a full timeline of the project, Workday vocabulary, and more, [visit the project website](#).

NameCoach Access

NameCoach, a tool that helps provide pronunciation information for student, faculty, and staff names, is now available for Miami users in Canvas and online!

As colleagues, educators, friends, and learners, interpersonal communication is key for everyone at Miami. Respect and inclusion are key to ensuring an inclusive and welcoming environment, and that includes correctly pronouncing our fellow Miamians' names. Having the tools to correctly pronounce each of our names helps promote an inclusive environment for folks of all socio-cultural identities, and NameCoach is going to help us do that.

With NameCoach, anyone at Miami can record a pronunciation for their name and share it with the community. We have integrated it directly with Canvas so that instructors can see the pronunciations of their students' names.

There are two ways to record your name with NameCoach:

- [Record your name in Canvas](#)
- [Record your name directly in NameCoach](#) for your email signature, social media accounts, or professional biography

Please note: To have a pronunciation show up in Canvas, you have to record in Canvas. The direct NameCoach recording will not cross-pollinate.

peepankišaapiikahkia eehkwaatamenki: Myaamia Ribbonwork

Thursday, Nov. 16, 1-2 p.m.
MacMillan Hall, Great Room

Come learn more about the Myaamia artform of ribbonwork and create a bookmark inspired by ribbonwork designs. This event is co-sponsored by the Myaamia Center and the Office of Transformational and Inclusive Excellence.

To learn more about TIE's upcoming events and connect with future programming, [please visit our University Events Calendar Page](#).



Pilot Initiative: Affinity Group Luncheons

In an effort to more fully embed inclusive excellence and to support community-building, communication, and networking between Faculty and Staff Affinity Groups and university leadership, the Office of Transformational and Inclusive Excellence (TIE) has launched this new initiative. Throughout the 2023-2024 academic year, there will be various luncheons hosted with various divisions and affinity groups.

To help increase the visibility of the upcoming luncheons, we would like to invite affinity group members to the following sessions:

FSB and ALFAS Luncheon - [RSVP](#) by Tuesday, Oct. 31st

Wednesday, Nov. 8th | 11:30 am to 1 pm | FSB, Room 3081

University Libraries and AAA-FSA Event - [RSVP](#) by Wednesday, Nov. 22nd

Thursday, Nov. 30th | 1:30 to 3 pm | King Library, Room 320

College of Arts and Science and ABFAS - [RSVP](#) by Monday, Nov. 20th

Thursday, Nov. 30th | 11:30 am to 1 pm | Shriver Hall, Heritage Room

We thank all of our divisions for their commitment and investment to inclusive excellence, as partners in this initiative and look forward to sharing our future sessions that will be taking place later in the fall and spring semesters.

Creative Writing Program Welcomes Hannah Emerson

Please join the Creative Writing Program in welcoming Hannah Emerson for a poetry reading on Wednesday, November 29 at 7:30pm.

Hannah Emerson is a nonspeaking autistic poet whose work has been featured in Paris Review, Poetry, The Nation, BOMB, the Poetry Society of America, Literary Hub, and Brooklyn Rail. She is the author of the collection of poems *The Kissing of Kissing* (2022) from Milkweed's Multiverse series (see below for excerpts). She lives in Lafayette, New York.

Hannah's work will be performed by Aviv Rosenzweig and others. A Q&A with Hannah will follow. Interested attendees are encouraged to [register for the event](#).

Leadership Applications and Award Nominations

Student Advisory Council Applications

Applications are currently available for [the Office of Transformational and Inclusive Excellence's Student Advisory Council](#). This council is one of three councils which both advise and move forward various diversity and inclusion initiatives alongside TIE. Students who are a part of this council get to contribute to the larger institutional goals for DEI and provide student perspective as we continue to enhance and grow as an inclusive campus community.

[Submit your application today!](#) The deadline to apply is Friday, November 17th.

University Diversity and Inclusion Awards Nominations

Nominations are now open for the 2023-2024 University Diversity and Inclusion Awards! Awards will be given for: Distinguished Service, Ray of Light, Diversity Event of the Year, Institutional Inclusive Excellence, Diversity and Inclusion Student Advocate Award- Undergraduate and Graduate awards will be given. For full consideration, please complete all nominations by Friday, February 16, at 5pm.

[Submit your nomination today!](#)

Freedom Summer '64 Award - 2024 Nominations

In addition to the University Diversity and Inclusion Awards, Miami University is excited to announce that the nomination process has opened for the Freedom Summer '64 Award. This award was created to honor champions of civil rights and social justice. It is given in remembrance and recognition of the site at the Western College for Women (now part of Miami University), where 800 young Americans trained to register Black voters in the south.

We invite all faculty, staff, and students to nominate individuals or organizations with exceptional trajectories as champions of civil rights and social justice. The deadline for nominations is Friday, Dec. 8th by 5 pm. To nominate someone today, visit our [Nomination Form](#).

Capacity-Building and Leadership Development

Upcoming Workshops

The Office of Transformational and Inclusive Excellence will be hosting three workshops throughout the month of November to aid in the professional development of faculty, staff, and students. To connect with these and future workshops, [visit our University Events Calendar page](#) and [follow TIE on Instagram](#).

Allyship Workshop

Tuesday, Nov. 7, Noon to 1 p.m.

Shriver Center, Bystrom Room.

Allyship is an action. It is a continuous process that one has to commit to every day. Attend this workshop and learn how to take courageous steps toward action and equitable change in our communities. Students interested in this workshop are encouraged to [complete their registration to attend](#).

Professional Preparation: Writing Inclusive Action Statements

Wednesday, Nov. 8, Noon to 1 p.m.

Shriver Center, Bystrom Room

Learn to write about how you create inclusive environments for potential employers and graduate schools. Students interested in this workshop are encouraged to [complete their registration to attend](#).

Racial Equity Workshop

Wednesday, Nov. 29, 10 a.m. to 11:30 a.m.

Middletown Campus

Johnston Hall, Room 136/137

Racial equity work requires sustained, proactive education and engagement as well as systemic, intentional efforts at micro- and macro-levels. We will learn about our responsibilities in racial

equity and how to prevent racism. We will discuss how to identify racist behaviors both in ourselves and in others and how to counter and dismantle such behaviors. The workshop will also provide tools and strategies for having conversations around racism and how to prevent, stop, and unlearn racial prejudices. This workshop can be tailored for individual departments or student organizations. [Request workshop for your department/unit or student group](#). Interested employees are encouraged to [register their attendance](#).

Reimagining the Academy: Building Communities for Access and Transformational Change

Miami University, Kent State University, and Ohio University joined forces to form a collaborative conference: Reimagining the Academy: Building Communities for Access and Transformational Change. Previously, each university held an annual conference on topics related to diversity, equity and inclusion. This new alliance will allow the universities to come together for one conference that will share expertise and leverage their strengths.

We are excited to share that we had 60 attendees both in-person and virtually in attendance at Reimagining the Academy Conference. To learn more about this year's amazing experience, please read the [Miami Matters story](#).



Next year's conference will be held at Miami University. If you want to stay involved in the planning of the conference, submit a session, engage as a student leader, or stay updated on the conference please [sign up today!](#)

Redhawks Equity Leadership Series (RELS)

Join our online cultural competency certificate for undergraduate and graduate students. We invite all students to sign up to be a part of the first cohort of students to complete the training starting November 2023. The Redhawks Equity Leadership Series (RELS) encompasses a set of five workshops: (1) Allyship, (2) Anti-Racism, (3) Diversity Statement Workshop, (4) DEI in Resumes/CVs Workshop, and (5) Pronouns 101. Enroll today by signing up by completing the [Registration Form](#).

We hope to keep updating this series with additional workshops, resources, and upcoming events to support students' growth as inclusive leaders.

Diversity, Equity, and Inclusion in Leadership Certificate

Join our online Diversity, Equity, and Inclusion course and learn how to be an active ally, inclusive leader, and effective mediator. Extend your individual experiences and knowledge with research-based tools and strategies to thrive as an advocate for a more diverse, equitable, and inclusive world.

The DEI Leadership Certificate utilizes five foundational modules: (1) Bias, Stereotypes, and Microaggressions, (2) Race and Anti-Racism, (3) LGBTQ+ Identities, (4) Ableism and Inclusion, 5) Allyship and Advocacy.

Current registrants have until December 15th to complete their certificate modules. For more information, please visit [DEI in Leadership Certificate](#).

Submission for Newsletter

Do you have any inclusive excellence-related news you'd like to feature in a future edition?
[Submit your news](#) for our next edition!

Religious Observances and Inclusive Scheduling

As we enter the winter season, the Office of Transformational and Inclusive Excellence (TIE) encourages all Miami community members to consult the full list of [Religious Observances and Inclusive Scheduling](#) dates on our website. To assist with planning, below we highlight a few key religious holidays and observances for the upcoming winter season, including a description of the holiday, best practices, and customary greetings. Please note that these are not all of the holidays that are taking place, nor is this a fully inclusive list.

December 7-15* - Hanukkah (Judaism)

- **Description:** The eight-day Jewish celebration known as Hanukkah or Chanukah commemorates the rededication during the second century B.C. of the Second Temple in Jerusalem. Jewish people light one candle on the menorah each day, which represents the number of days that the Temple lantern blazed. People also traditionally play games of dreidel and eat Jewish foods. Religious rituals such as daily readings of Scriptures, recitations of Psalms, and singing are also held.
- **Best Practices:** When providing food at functions, please consider Kosher food accommodations. Hanukkah is considered a minor Jewish holiday, so most people still go to work or school. Some people may choose to take time off to be with their friends and family.
- **Customary Greetings:** "Happy Hanukkah" or "Chag Sameach" (Khahg sa-MAY-ach).

December 21- January 1 - Yule (Pagan/Wiccan)

- **Description:** This holiday is celebrated at the winter solstice as the rebirth of the Great horned hunter god, who is viewed as the newborn solstice sun [modern Paganism]. Yule was originally celebrated by the Norse and Scandinavian peoples. Today, many Pagans still celebrate Yule on the day of the Winter Solstice. Pagans celebrate the rebirth of the sun through gift exchanges, merriment, and deep spiritual reflection. For Pagans, this is a time of new beginnings, rebirth, transformation, getting rid of unwanted habits, and creativity. In most forms of Wicca, followers celebrate the Great horned hunter god who represents the newborn solstice sun. Some have group or private ceremonies. Yule is considered the Wiccan Sabbat. Yule celebrations included bonfires, decorating with holly, mistletoe, and the boughs of evergreen trees, ritual sacrifices, feasts, and gift-giving.
- **Best Practices:** We recommend avoiding scheduling deadlines or activities on these dates since practitioners may take time off to celebrate and observe the holiday.
- **Customary Greetings:** “Happy Yule,” or “Merry Yuletide,” or “Happy Solstice.”

December 22 - Srīmad Bhagavad Gītā Jayantī (Hindu)

- **Description:** Celebrates the birthday of Bhagavad Gita. Gita Jayanti is a very important day for Hindus. On this day, the holy book of Hindus, Bhagavad Gita was born, ie Gita Jayanti is the day when Lord Shri Krishna told the Gita to Arjuna. It is celebrated on Shukla Ekadashi on the 11th day of Margashirsha month of the Hindu calendar. The Bhagavad Gita was described by Lord Krishna himself before the Mahabharata war began. It is believed that in the Mahabharata, the seeds of the Pandavas and the Kauravas had decided to go to war even after every possible reconciliation effort. Followers read the Bhagavad Gita and talk about how it has benefitted them. The followers of Lord Krishna fast on the festival of Ekadashi, which is a day where one cleanses the body and focuses on rejuvenation.
- **Best Practices:** When providing food at functions, please consider the practice of fasting. Additionally, avoiding lunchtime meetings and gathering can be a helpful practice at this time.
- **Customary Greetings:** There is no traditional greeting for this holiday but one may say “May this auspicious occasion of Gita Jayanti bring a lot of positivity, peace and harmony to your life.”

December 25 - Christmas (Christian)

- **Description:** Christmas is an annual festival commemorating the birth of Jesus Christ, observed primarily on December 25 as a religious and cultural celebration among billions of people around the world. Popular customs in celebrating Christmas are exchanging gifts, decorating Christmas trees, having meals with family and friends, and attending Christmas services.
- **Best Practices:** Christmas is a public holiday during which the university is closed.
- **Customary Greetings:** “Merry Christmas!”

December 26 - Kwanzaa (African Americans)

- **Description:** Celebrates African heritage, unity, and culture. Although Kwanzaa is primarily an African American holiday, it has also come to be celebrated outside the United States, particularly in Caribbean and other countries where there are large numbers of descendants of Africans. It was conceived as a nonpolitical and nonreligious holiday, and it is not considered to be a substitute for Christmas. Kwanzaa is celebrated by hosting daily ceremonies and eating traditional foods. They also light the kinara, which holds seven candles. Each candle represents one of the Seven principles of Kwanzaa. Red, green, and black are the most prevalent colors in decorating for and celebrating Kwanzaa.
- **Best Practices:** Some may fast until the big Kwanzaa feast. Kwanzaa takes place over the winter break when the university is closed.
- **Customary Greetings:** During Kwanzaa, participants greet one another with “Habari gani” which is Kiswahili for “how are you/ how’s the news with you?” People can also say, “Happy Kwanzaa!”

Note: “*” denotes holidays that start sundown the day before. Please note that individual practices may vary.

We also encourage the use of our [Religious Observances and Inclusive Scheduling](#) calendar to provide guidance and help avoid scheduling important events, activities, and deadlines on holidays observed by members of the Miami community. Should you or a member of your team have any questions or concerns on how to best utilize this information or on appropriate accommodations, please contact the [Office of Transformational and Inclusive Excellence](#) or the [Office of Equity and Equal Opportunity](#).

Call for Submissions

If you have any campus updates or relevant information that you would like to have included in the next edition, please complete the [newsletter submission form](#).



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For honor.
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The Campaign for Miami University

Brad Bundy
Vice President, University Advancement

University Advancement Update



Agenda

- Recent Success
- \$1B Campaign Update
- CY '23 Results to Date
- FY '24 Results to Date

Recent Success

- Farmer Family Foundation increased matching gift ratio from 20% to 100% on all cash gifts to FSB from July 1 to June 30, 2025 or until \$20M match is achieved
 - Match has motivated additional cash gifts totaling \$6.4M from July 1 through October 31, 2023
- Executed two signature regional campaign events in Columbus and Chicago with over 200 prospects and donors in attendance at each event
- In 2023 held five salon style campaign events in New York, Austin, Miami FL, Las Vegas and Houston
- #MoveInMiami - 4,707 gifts; \$4,893,604 raised; +200 projects supported



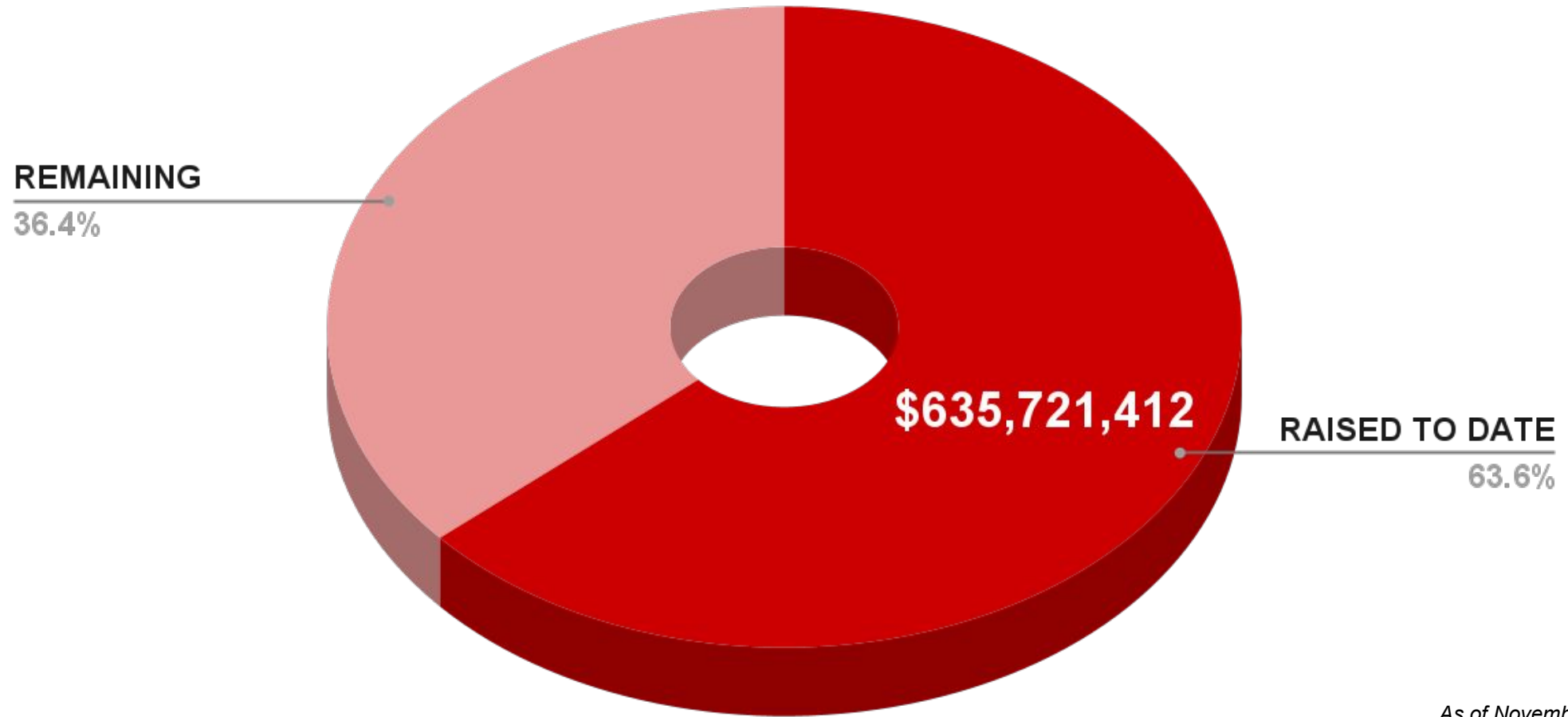
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The Campaign for Miami University

\$1B Campaign Update



Campaign Progress



As of November 24, 2023



Campaign Total By Initiative

Initiative	Total to Date
Scholarships	\$261.0M
Academic and Programmatic Support	\$243.2M
Capital Projects	\$76.4M
Unrestricted - University	\$14.8M
Unrestricted - Colleges	\$19.7M
Undesignated	\$17.3M
Technology and Equipment	\$3.3M

As of November 24, 2023





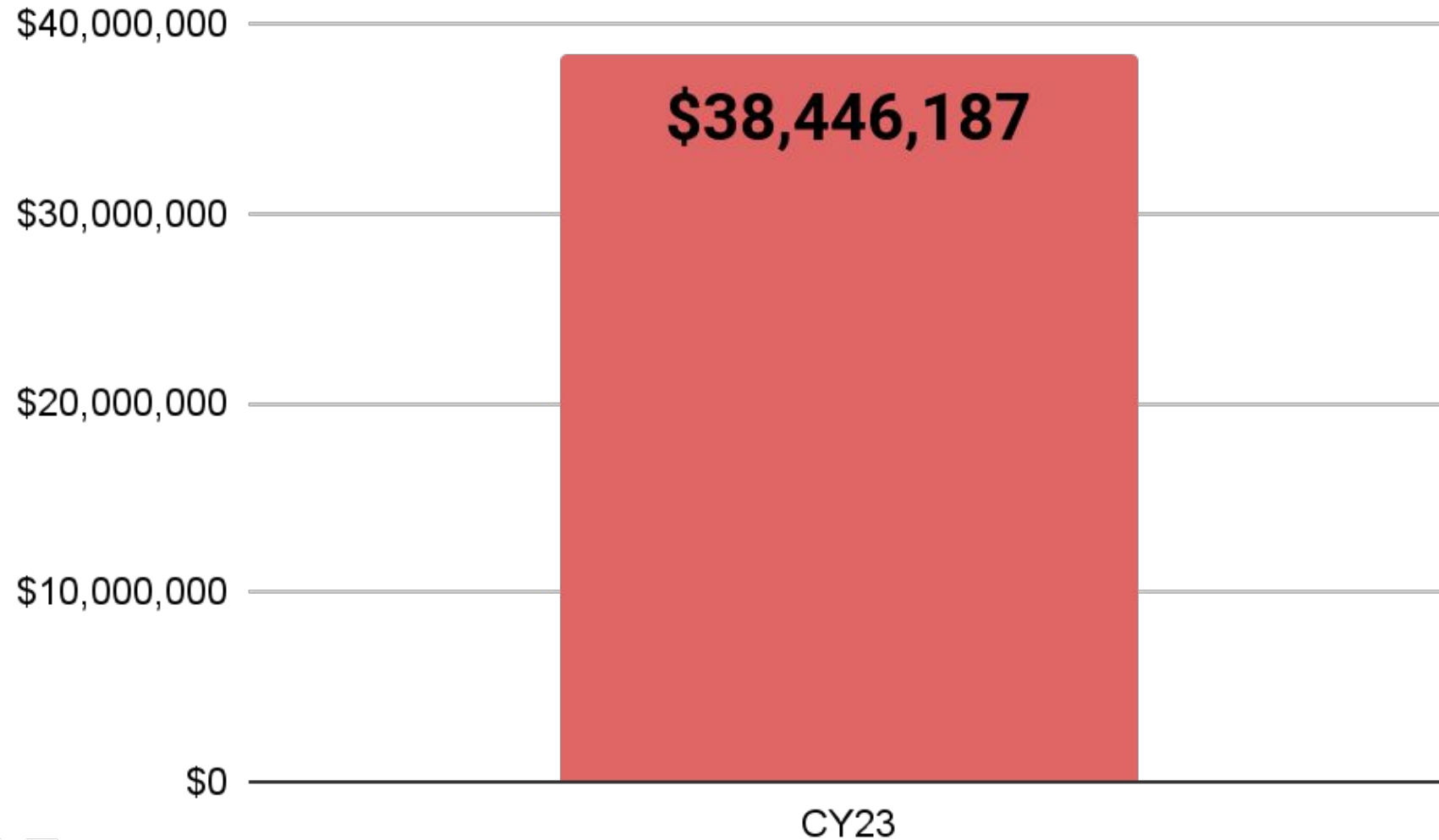
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CY '23 Results to Date



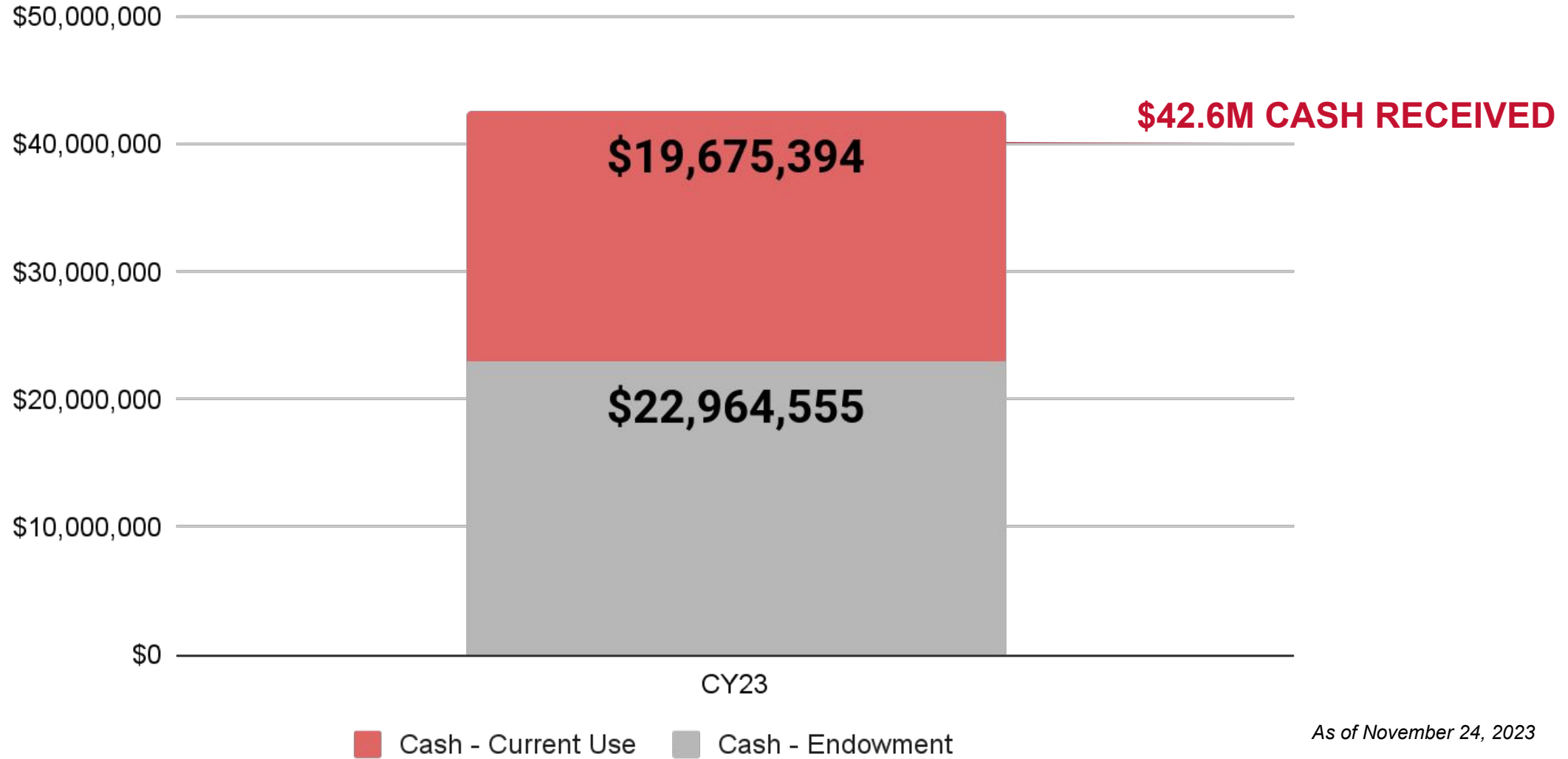
CY '23 Results to Date



As of November 24, 2023



CY '23 Cash Received to Date



As of November 24, 2023





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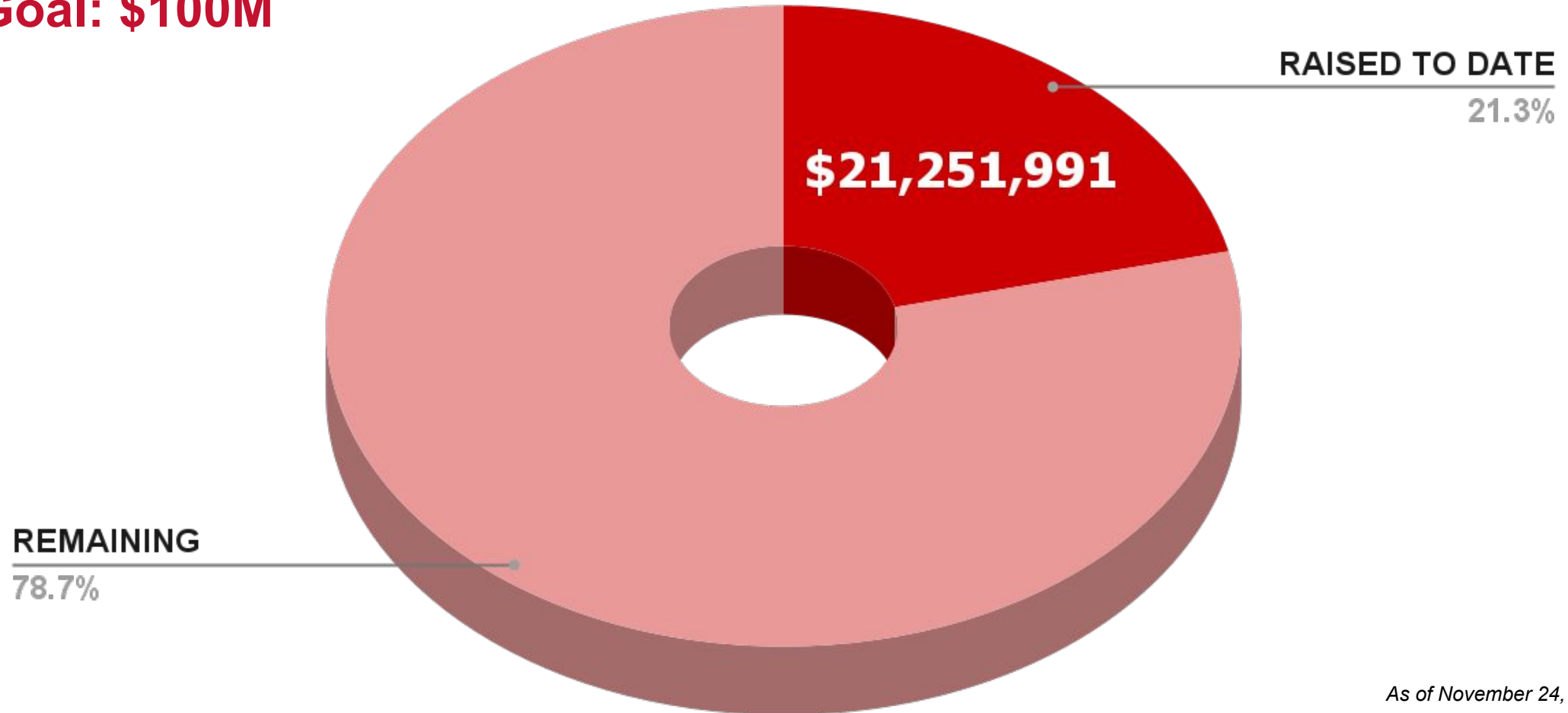
FY '24 Results

as of 11/24/23



FY '24 Fundraising Results To Date

Goal: \$100M

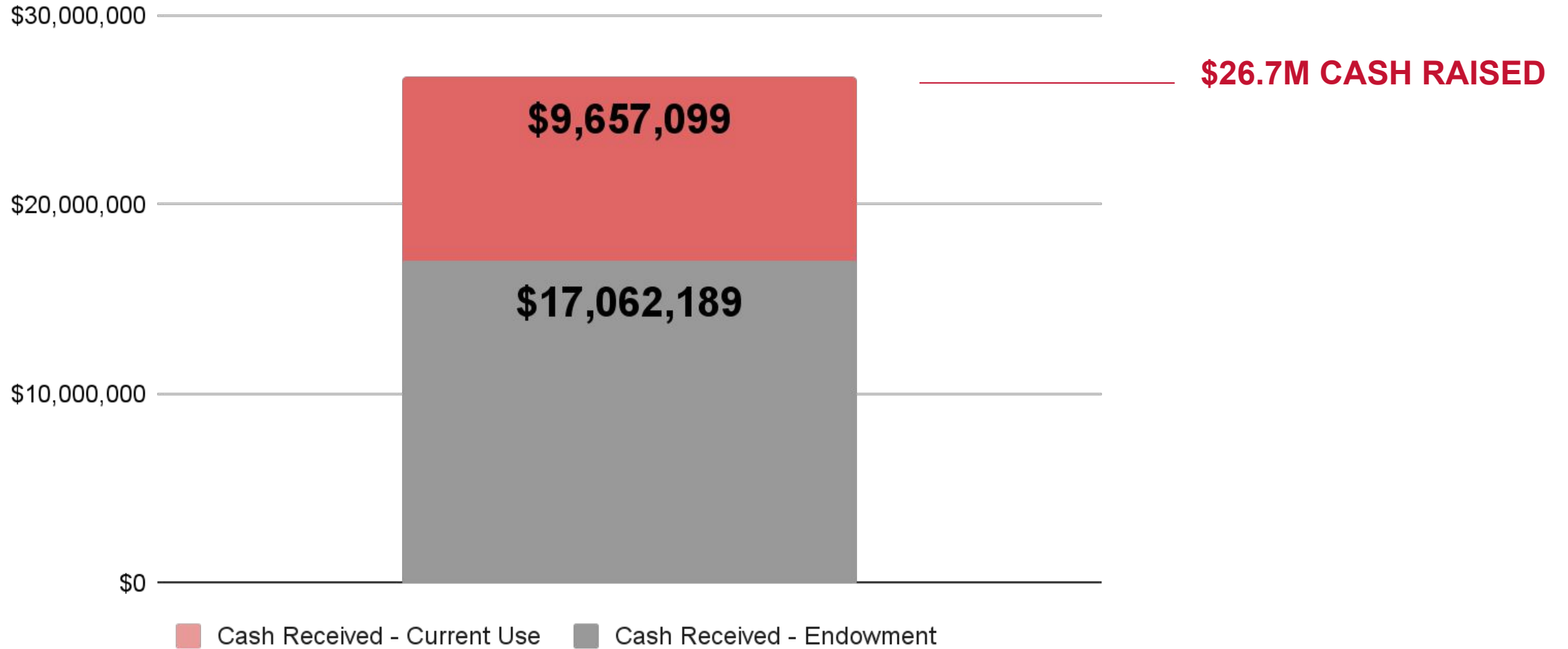


As of November 24, 2023



FY '24 Cash Received To Date

Cash Goal: \$40M



As of November 24, 2023



Campaign Ledger

	Gifts	Pledges	Total	Present Value
Bequests		240,502,689.96	240,502,689.96	117,065,786.37
Cash				
cash, checks, credit cards, EFT	117,808,786.28	149,703,723.36	267,512,509.64	
stocks, securities	9,406,928.27	666,614.79	10,073,543.06	
payroll deduction	490,186.90	396,541.89	886,728.79	
matching gifts	2,211,636.82	-	2,211,636.82	
realized bequests	25,281,120.94	-	25,281,120.94	
other campaign commitments	-	28,953,469.64	28,953,469.64	
Planned Gifts				
insurance premium	259,858.34	1,533,323.48	1,793,181.82	
lead trusts	2,000.00	1,035,848.00	1,037,848.00	
externally managed	327,847.04	4,430,000.00	4,757,847.04	3,219,060.00
charitable gift annuities	454,497.54	-	454,497.54	302,207.85
charitable remainder trusts	4,165,405.47	3,500,000.00	7,665,405.47	2,433,082.89
Grants	30,973,748.85	-	30,973,748.85	
Gifts in Kind	10,817,878.08	2,924,246.51	13,742,124.59	
Real Estate	-	-	-	
Membership Dues	16,860.22	-	16,860.22	
SUB TOTAL	202,216,754.75	433,646,457.63	635,863,212.38	
<i>(manual adjustments/post 10-year pledges)</i>			<i>(141,800)</i>	
REPORTED TOTAL			\$635,721,412.38	

CY '23 Ledger To Date

	Gifts	Pledges	Total	Present Value
Bequests		8,729,001.00	8,729,001.11	3,345,865.58
Cash				
cash, checks, credit cards, EFT	13,161,465.14	9,033,798.26	22,195,263.40	
stocks, securities	851,539.91	150,000.00	1,001,539.91	
payroll deduction	38,326.49	12,540.16	50,866.65	
matching gifts	190,079.02	-	190,079.02	
realized bequests	2,078,319.16	-	2,078,319.16	
other camp commitments	-	-	-	
Planned Gifts				
insurance premium	19,931.00	-	19,931.00	
lead trusts	-	-	-	
externally managed	40,761.00	-	40,761.00	
charitable gift annuities	-	-	-	
charitable remainder trusts	-	-	-	
Grants	2,238,410.00	-	2,238,410.00	
Gifts in Kind	1,902,015.60	-	1,902,015.60	
Real Estate	-	-	-	
Other	-	-	-	
SUB TOTAL	20,520,847.32	17,925,339.42	38,446,186.74	
REPORTED TOTAL			\$38,446,186.74	

FY '24 Ledger To Date

	Gifts	Pledges	Total	Present Value
Bequests		4,472,000.00	4,472,000.00	1,458,800.62
Cash				
cash, checks, credit cards, EFT	7,946,274.21	6,240,947.40	14,187,221.61	
stocks, securities	597,403.83	150,000.00	747,403.83	
payroll deduction	18,889.52	7,430.00	26,319.52	
matching gifts	48,646.64	-	48,646.64	
realized bequests	570,476.95	-	570,476.95	
other camp commitments	-	-	-	
Planned Gifts				
insurance premium	375.00	-	375.00	
lead trusts	-	-	-	
externally managed	40,761.00	-	40,761.00	
charitable gift annuities	-	-	-	
charitable remainder trusts	-	-	-	
Grants	-	-	-	
Gifts in Kind	1,158,786.40	-	1,158,786.40	
Real Estate	-	-	-	
Other	-	-	-	
SUB TOTAL	10,381,613.55	10,870,377.40	21,251,990.95	
REPORTED TOTAL			\$21,251,990.95	

New Campaign Exceptions

- Software: \$937,260
- Miami Tribe: \$306,815
- Extended Pledges: \$5,000
- Total Since Last Report: \$1,249,075



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The Campaign for Miami University

Thank You!



From: AVP, Chief Information Security Officer
To: Board of Trustees
Date: 11/14/2023

2023 Annual Gramm-Leach-Bliley Act (GLBA) Report to Miami University Board of Trustees

Overview and Purpose

This report is prepared pursuant to the requirements of 16 Code of Federal Regulations (CFR) 314.4(i)(1)-(2) (Gramm-Leach-Bliley Act (GLBA) as amended December 9, 2021) and is intended to provide an overview of Miami University Information Security and Assurance Program ("the Program") related to the safeguarding of student financial aid information. At Miami, this entails the provision of financial services to students (past or present), e.g., administering or aiding in the administration of Title IV programs; making institutional loans, including income share agreements; or certifying or servicing a private education loan on behalf of a student. The GLBA sets forth standards for developing, implementing, and maintaining reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of customer information.

The report must be delivered, as noted in 16 CFR 314.4(i)(1)-(2), by Miami University's designated "qualified individual" to the board of directors or equivalent governing body in writing at least annually and must include the overall status of the Program and any material matters related to it. These matters include elements such as risk assessment, risk management and control decisions, service provider arrangements, results of testing, security events and violations and management's response thereto, and recommendations for changes to the Program. As noted in 16 CFR 314.4(a), the institution shall "designate a qualified individual responsible for overseeing and implementing [the] information security program and enforcing [the] information security program."

Information in this report is believed true and accurate as of November 6, 2023.

Overall Status of the Information Security Program

Broadly, the Program is responsible for supporting the confidentiality, integrity and availability of Miami University data and the systems that store, process, or transmit it. This includes the following discrete components: Security operations and incident response, security architecture, identity and access management, governance, risk management, compliance, strategic planning, and awareness and training. Security operations include network security operations, endpoint detection and response, vulnerability management, cloud security, incident response, and data restoration and recovery.

Compliance with Gramm-Leach-Bliley Act Safeguards Rule

There are currently nine major elements (a-i) of the GLBA Safeguards that are further broken down into subcomponents. It is the understanding of the Chief Information Security Officer that **Miami University is in compliance with the GLBA Safeguards.**

Material Matters Related to the Information Security Program

The Ohio Administrative Code (OAC) Rule 3339-3-22 Confidential Information Policy, Ohio Revised Code (ORC) Chapter 1347 Personal Information Systems, ORC Chapter 1354 Businesses Maintaining Recognized Cybersecurity Programs, and Miami University Confidential Information Policy require the protection of Miami University confidential information.

Risk Management and Control Decisions

The Miami University information security risk management program follows both a standards-based and risk-based approach to information security to ensure the University meets industry, government and regulatory requirements while also properly scoping controls and making appropriate investment decisions. The Information Security Office incorporates a subset of controls based on National Institute of Standards and Technology Special Publication (NIST SP) 800-171, NIST SP 800-53, International Organization for Standardization (ISO) 27001, and ISO 27002 that align with and support the University mission of teaching, research, public service, and health care. The Program also addresses legal requirements associated with the Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standard (PCI DSS), and other state and federal regulations and includes requirements needed to qualify for certain grants that are essential to university research funding (NIST SP 800-171). Additionally, the Program's risk-based approach guides the allocation of resources by evaluating risk and assessing the cost and benefit of risk management.

Risk Assessment

The Information Security Office conducted a GLBA scoped risk assessment during Q4 of 2023 which included an information security review of financial and financial aid systems including our enterprise resource planning (ERP) system and its related integrations and the One Stop student services center. Notable findings include improvements in the following areas.

- **Identity and access management.** The need to modernize and mature the University's identity and access management solution. The University's current identity and access management system combines legacy components and commonly adopted open-source higher education tools but does not meet Miami's modern needs.
 - **Improvement plan.** The University is undergoing the multi-year process of implementing a new and state of the art replacement which will improve user authentication, authorizations, role-based access provisioning, de-provisioning, and monitoring and insight.
- **Asset management.** There is a need to implement more automation in the maintenance and sustainment of university asset inventory. Inventory accuracy

along with requirements for detection of and response to unauthorized asset access is imperative to a strong information security program.

- **Improvement plan.** Efforts are currently underway to update inventory standards requiring the implementation of active and passive discovery tools, automated upkeep of the centralized inventory from various asset management data sources, and standards and procedures for unauthorized device response and periodic audit and review of the inventory.
- **Doctrinal maturity.** The University has room to grow by adopting new standards, procedures, guidelines, and best practices in multiple categories. Notable added controls for continued maturation include areas such as periodic risk assessments and security reviews, system logging, log analysis of access attempts, personnel transfer access changes, secure software development standards, and penetration testing.
 - **Improvement plan.** The ISO has identified a set of areas in which matured standards are needed, applied a risk-based prioritization to the list, and are working with stake-holders and technical teams to define, publish, and implement them.

Service Provider Arrangements

Security reviews are conducted upon acquisition of or significant change to an existing implementation and periodically afterward based on the sensitivity classification of the data involved. The review process includes assessment of contracts and agreements in place with service providers, past security incidents and the provider's response, and the provider's security practices described by the provider in a higher education cybersecurity assessment framework tool when appropriate.

Examples of service providers we use for financial and financial aid business processes include Ellucian Banner enterprise resource planning technologies, StarRez residential services platform and Technolutions Slate student success platform.

Our arrangements and practices with our service providers conform to GLBA requirements as seen in appropriate contractual documentation, agreements, privacy policies, and security reviews.

Results of Testing

IT Services has participated in or sponsored numerous information security audits, assessments, and reviews over the past three years, including an annual financial external audit and a Finance and Business Services (FBS) external-vendor penetration test every two years. Findings and mitigations are always addressed in a timely manner incorporating risk-based prioritization giving consideration to vulnerability severity, impact, operational disruption, and available resources.

A sampling of cybersecurity audits, assessments and reviews include:

- CISA and MS-ISAC Ransomware Guide assessment, 2020
- EDUCAUSE Higher Ed: Ransomware Playbook assessment, 2021
- Cisco Security Architecture for Everyone (SAFE) Architecture Workshop, 2021
- FBS-sponsored external vendor penetration test , 2021 and 2023
- RSM and FORVIS financial systems external audit, annually
- Center for Internet Security (CIS) critical controls assessment, 2021 and 2023
- Executive, financial, and IT tabletop exercises (TTX), 2021 and 2023
- DoD Zero Trust strategic capabilities assessment, 2023

Notable Security Events and Management Responses

The Information Security Office responded to a number of cybersecurity events in the last year including both internal University incidents and external third-party or supplier incidents. Some examples include:

Internal cyber-related events

- Unauthorized data access by a staff member.
- Unauthorized disposition of university data by a staff member.
- Student academic integrity violation cases.
- Misuse of stolen login credentials.
- Phishing of user credentials and compromised accounts.
- Phishing, compromised accounts, and unauthorized direct deposit changes.
- Laptop stolen from staff member.
- Background check personal information inadvertent disclosure.

External third-party cyber-related events

- MOVEit cybersecurity ransomware and exposure incidents involving TIAA, Corebridge Financial, PNC Bank and the National Student Clearinghouse.
- Wiris Math Type ticketing platform compromise and privacy breach.
- eCampus online bookstore inadvertent student data exposure.
- Form 990 Online system unauthorized access to customer data.
- CDW incident limited to an internal, non-customer-facing environment.

In all cases, incident response and recovery were handled well by IT Services, the Miami University Police Department, and all affected University divisions and colleges. Due to the increased number of third-party incidents, a new incident response tracker was created to monitor, respond, and recover this new rash of incident types.

Significant Developments Since Previous Report

This is the first report in this series.

Recommendations

We are confident about our current compliance level and general security posture. Our present information security state, combined with the proposed improvement plan mentioned above, will continue to enhance our cybersecurity protections in the financial services and financial aid domain.

Responsible Party Contact Information

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Chief Information Security Officer

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